

# HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED



## REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR

**CONTRACT: HRIDC/HORC-48/ES/2020**

To carry out Environment & Social Impact Assessment (ESIA) Study including preparation & submission of report in connection with Haryana Orbital Rail Corridor (HORC) project (143.93 Km) from Palwal to Sonipat including connections to the existing railway network.

**OCTOBER 2020**

**HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**

Corporate Office: SCO 17-19, 3<sup>rd</sup> Floor, Sector 17A, Chandigarh.

Website:

[www.hridc.co.in](http://www.hridc.co.in)

<https://etenders.hry.nic.in>

## TABLE OF CONTENTS

SECTION- I: NOTICE INVITING TENDER.....	03
SECTION II: FORM OF BID.....	11
SECTION III: INSTRUCTIONS TO BIDDER.....	14
SECTION IV: APPENDIX TO BID .....	29
SECTION V: SPECIAL CONDITIONS OF CONTRACT.....	31
SECTION VI: TERMS OF REFERENCES (TOR).....	41
SECTION VII: CERTIFICATION OF FAMILIARIZATION.....	66
SECTION VIII: BILL OF QUANTITIES.....	68
SECTION IX: GENERAL CONDITIONS OF CONTRACT.....	71

## SECTION- I: Notice Inviting Tender

The Haryana Rail Infrastructure Development Corporation invites on line bids from eligible bidders on the website <https://etenders.hry.nic.in> for the works as detailed in the table. E-tender is invited for below mentioned work in Single Stage Single Bid/ Envelope System where eligibility, technical/ commercial and financial details are submitted together in the same envelope:-

Sr. No.	Name of work	Total Cost (in Rs)	Completion Period	EMD (in Rs)	Cost of Tender Document	E-Service Fees
1.	To carry out Environment & Social Impact Assessment (ESIA) Study including preparation & submission of report in connection with Haryana Orbital Rail Corridor (HORC) project (143.93 Km) from Palwal to Sonipat including connections to the existing railway network	24.42 Lac	5 months	INR 50,000/-	INR 1180/- (including 18% GST)	INR 1180/- (including 18% GST)

Under this process, eligibility, technical/ commercial and financial details are submitted together in the same envelope. The lowest responsive eligible priced bid that meets the eligibility criteria, technical and commercial requirements laid down in the bid documents is declared as successful and awarded the contract.

The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online only directly through RTGS/NEFT. Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of above mentioned EMD fee. The intended bidder, who fails to pay EMD fee under the stipulated time frame, shall not be allowed to submit his / her bids for the respective event / Tenders. The tenderer should refer to **Annexure to NIT** for instructions regarding Electronic Tendering System.

The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day); and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to

successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) plus GST online by using the service of secure electronic gateway.

The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates schedule.

#### Key Dates Schedule

Sr. No.	Item	Start date and time	Expiry Date and Time
1.	Availability of Tender Notice	07.10.2020 at 03:00 PM	27.10.2020 upto 02:00 PM
2.	Availability of tender document	10.10.2020 at 03:00 PM	27.10.2020 up to 02:00 PM
3	Tender Bid Preparation and submission	21.10.2020 at 03:00 PM	27.10.2020 up to 02:00 PM
4	Bid Opening	27.10.2020 at 3:00 PM	

#### Important Notes:

- 1) The Applicants/bidders have to complete ‘Application / Bid Preparation & Submission’ stage on scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as ‘Applications / bids not submitted’.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of ‘Application/Bid Preparation & submission stage’ (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) The bid shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit their bids online as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in one envelope:

#### Envelope Contents: Bid Documents

The bidders shall upload the documents Online as per **Annexure-II** of Instructions to Bidders and shall quote the prices as per BOQ in price bid format.

**In case bid is submitted but EMD has not been submitted by any bidder, then bidder would be debarred from further tendering in HRIDC for a period of minimum 3 years.**

**CONDITIONS: -**

- 1) DNIT can be seen on website and also on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The tender without EMD will not be opened and summarily rejected.
- 6) The jurisdiction of court will be at Panchkula/ Chandigarh.
- 7) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected without assigning any reason and no claim whatsoever on this account will be considered.
- 8) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of 'submission of online tender / bid. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Bids would require being valid for 90 days from the date of bid. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

**DGM (Project),  
HRIDC**

## INSTRUCTIONS REGARDING ELECTRONIC TENDERING SYSTEM

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

### 1. Registration of bidders on e-tendering Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-tendering Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

### 2. Obtaining a Digital Certificate:

2.1. The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>

2.3. The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4. The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**Ms Manju Aggarwal .**

**Technical Director,**

**Scientist-E, NIC.**

**Panchkula.**

**E - mail:** [a.manju@nic.in](mailto:a.manju@nic.in)

**Help Desk:** 0172 – 584257, 94170-69017.

2.5. Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online.

Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6. In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the

digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.7. In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures -7- of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8. The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3. Opening of an Electronic Payment Account:**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

### **4. Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from National Informatics Center or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

### **5. Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-tendering system on the Home Page at <https://etenders.hry.nic.in>

### **6. Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-tendering portal <https://etenders.hry.nic.in>

### **7. Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.



**8. Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission:**

**8.1. Online Payment of Tender Document Fee + e-Service fee:** The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors/consultants and Debit card/ online payment authorization networks.

**8.2. Preparation & Submission of online Applications/Bids:**

- i. Detailed Tender documents may be downloaded from e-tendering website (<https://etenders.hry.nic.in>) from 10.10.2020 at 03:00 PM to 27.10.2020 upto 02:00 PM and tender mandatorily be submitted online following the instruction appearing on the screen.
- ii. **Scan copy of Documents to be submitted/uploaded:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such -8- that file size is not exceed more than 10 MB) and uploaded during the on-line submission.

**A. Only Electronic Form (Refer Tender document).**

**PROPOSAL shall be submitted mandatorily online under one Envelope and original not to be submitted manually.**

**NOTE:-**

*(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.*

*(B) For help manual please refer to the 'Home Page' of the e-tendering website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.*

The bid shall be opened online in the presence of such bidders/ agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

**Instruction to Consultant on Electronic Tendering (Applicable only for contract(s) amounting to more than Rs.5.00 lacs)**

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

**Other Information:**

1. The intending Consultant shall fill the rate in the online BOQ templates of the tender.
2. Duly accepted power of Attorney in original along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
3. Bidder must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
4. In case any tender does not comply with procedure given in the DNIT, it will be presumed that the consultant is not interested in work and the work shall not be let out to him. Further he may be de-barred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
5. The tenders which are not accompanied by the earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily without arising any reason and no claim whatsoever on their account will be considered.
6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.

DGM (Project),  
HRIDC,  
Chandigarh.  
Phone: 0172-2715644  
Email: [hridc2017@gmail.com](mailto:hridc2017@gmail.com)

## SECTION II: FORM OF BID

## Form of Bid

To,

**Managing Director,**

Haryana Rail Infrastructure Development Corporation Limited,  
SCO 17-19, 3<sup>rd</sup> Floor, Sec-17A,  
Chandigarh  
E-mail: hridc2017@gmail.com

Dear Sir,

I/We, \_\_\_\_\_ (*Name and address of the tenderer*) have read the various terms and conditions of the **Tender documents** attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this bid open for acceptance for a period of 90 days from the date fixed for opening the same and on default thereof our Earnest Money (Bid Security) is liable to be forfeited.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octroi etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads/approaches to be constructed by me / us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.

I/We have quoted our rates for item in the Bill of Quantities taking into account all the above factors and We offer to do the work “ \_\_\_\_\_ ” (*Name of the work*) at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in bid documents from the date of issue of letter of acceptance of bid.

A sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_) (*amount of Earnest Money Deposit*) has been deposited as Bid Security. I/We understand that the full value of the Bid Security shall stand forfeited without prejudice to any other rights and remedies available to HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED in case our bid is accepted and if:-

- i) I/We do not execute the Contract Agreement within time period specified in the bid documents.
- ii) I/We do not commence the work as soon as is reasonably possible after the receipt of the Letter of Acceptance or elsewhere stated in the Contract documents.

I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all bid documents shall constitute a binding contract between me/us and Haryana Rail Infrastructure Development Corporation Limited.

Our bank account no. for the purpose of refund of EMD is ..... (Account no./ name of the A/c holder, other details of NEFT/RTGS).

Thanking you,

Yours Faithfully,

Signature\_\_\_\_\_ in capacity of\_\_\_\_\_ duly authorized to sign bids for and on behalf of:

\_\_\_\_\_ (In Block capital letters)

Date this\_\_\_\_\_ day of \_\_\_\_\_ 2020.

### SECTION III: INSTRUCTIONS TO BIDDER

## Instructions to Bidders

### A. General

#### 1) GENERAL

- i. Name of the Work: As indicated in ‘Appendix to Tender’.
- ii. “A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm or Company can participate in the tender and forward attested copies of the constitution of its firm such as Partnership Deed, Memorandum & Articles of Association, etc. along with copy of Power of Attorney of authorised signatory”.
- iii. The work is proposed to be executed under the following relationship:
  - a) **Client/Employer:** HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED address as given in ‘Appendix to Tender’.
  - b) **Consultant:** The successful Bidder to whom the work is awarded shall become the Consultant for the execution of this work.
  - c) **Engineer or Engineer -in- Charge:** Means the Project Head of HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED (Employer) or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract.
  - d) **Engineer's Representative:** Means any official nominated from time to time by the Engineer to act on his behalf.
  - e) **Contract:** Means a signed Agreement between the successful bidder and the Client.
- iv. **Joint Ventures (JVs) are not allowed to participate in this tender.**
- v. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “Bidder”), “bid/tendered”, “bidding”/ “tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.
- vi. Scope of Work:
  - a) The scope of work/contract described in “Terms of Reference of Section-VI” in detail. Any other incidental / ancillary Works required in connection with completion of the above as directed by HRIDC/Engineer.
  - b) Approximate Estimated cost of the work is as indicated in the ‘Section IV: Appendix to Bid.’
  - c) A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm or a Company. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such Bidders shall stand forfeited.

## 2) Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of the bid and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

## ***B. The Bidding Documents***

Any Bid not conforming to the prescribed format is liable to be declared non-responsive.

## 3) Content of bidding document

- i. The bidding documents include the following:
  - a) Notice Inviting Tender
  - b) Form of Bid
  - c) Instructions to Bidders
  - d) Appendix to Bid
  - e) Special Conditions of Contract
  - f) Terms of reference (TOR)
  - g) Certificate of Familiarization
  - h) Schedule of Quantities/ Bill of Quantities and offer sheet
  - i) General Conditions of Contract (GCC)
- ii. The bidder is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

## 4) Understanding and Amendment of Tender Documents

- i. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- ii. The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the Bidder is deemed to have visited the site and satisfied him-self with all the conditions prevailing including any difficulties for executing the work.
- iii. At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective



bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.

- iv. Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

### C. Preparation of Bid

#### 5) Language of Bid

- i. The bid prepared by the bidder and all documents related to the bid shall be written in English.

#### 6) Signing of All Bid papers and Completing Bill of Quantities

- i. All the pages of the tender documents, drawings and Bill of Quantities uploaded by tenderer shall be deemed to have been signed by the tenderer.
- ii. The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. Check list for the documents required to be submitted online given in Annexure- II must be uploaded not later than the prescribed date and time for bid submission.

#### 7) Deviations

- i. The bidder should clearly read and understand all the terms and condition, specifications, drawings, etc. mentioned in the original tender documents.  
**Any deviation submitted by the Bidder shall not be accepted.**

#### 8) Earnest Money

- i. The bidder must furnish the Earnest Money as indicated in 'Appendix to Bid' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money has to be deposited online as mentioned in DNIT.
- ii. Forfeiture of Earnest Money:
  - a) The Earnest Money of the Bidder shall be forfeited if he withdraws his tender during the period of tender validity specified in the "Appendix to Bid"
  - b) The Earnest Money of the successful Bidder is liable to be forfeited if he fails to; sign the Contract Agreement in accordance with the terms of the tender, or

- I.** furnish Performance Guarantee in accordance with the terms of the tender, or
- II.** In Case of forfeiture of EMD, the Bidder shall be debarred from bidding in case of re-invitation of the tenders.

**iii.** Return of Earnest Money

- a)** The Earnest Money of the unsuccessful Bidders in the form of FDR shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/ Pay order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.
- b)** The Earnest Money Deposit of the successful Bidder shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

**iv.** Period of validity of tender

- a)** The Tender shall remain valid for the period indicated in “Appendix to Tender” after the date of the opening of the tender. If the Bidder gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- b)** Notwithstanding the above clause, Employer may solicit the Bidders’ consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

**D. Submission of Bids**

**9)** Deadline for submission of Tender

- i.** The tender duly filled must be uploaded online not later than the date and time mentioned in the “Notice Inviting Tender”.
- ii.** Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- iii.** Submission of tenders

- a)** All documents/ forms/ instructions/ specifications etc. listed in this Instruction to Tenderers and those attached as per the Annexure II are deemed to be a part of the bid/ tender and accepted by the bidder.
- b)** In case of any ambiguity, HRIDC will be free to seek confirmation of information from the issuer of the document.

**E. Bid Opening and Evaluation**

**10)** Opening of Tender



- ii.** The tender will be evaluated on the basis of quoted rates/cost in schedule.
  - iii.** The Employer/Engineer reserves the right to negotiate the offer submitted by the Bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The Bidder must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the Bidder. In case the Bidder introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.
- 14)** Canvassing:
- i.** No Bidder is permitted to canvass to Employer on any matter relating to this tender. Any Bidder found doing so may be disqualified and his bid may be rejected.
- 15)** Right to accept any tender or reject all tenders:
- i.** Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected Bidders or any obligation to inform affected Bidder, the grounds of such action.
- 16)** If the Bidder, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the Employer/Engineer shall deem such tender as invalid.
- 17)** Award of Contract
- i.** Employer/Engineer shall notify the successful Bidder in writing by a Registered Letter/Courier/ Speed Post/ E-mail or per bearer that his tender has been accepted.
  - ii.** Letter of Acceptance after it is signed by the Consultant in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the Consultant till such time the contract agreement is signed.
- 18)** Ineligibility to participate in re-tenders/ future cases
- Notwithstanding anything contained in the Qualification Clauses of ITT, if a bidder withdraws from an offer after having been declared a preferred bidder or after notification of Award or does not sign the Contract Agreement pursuant to the Letter of Acceptance or does not submit an acceptable performance security which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular work and also for any other work for a period of 6 months. A repeat incident of similar type within a period of 2 (two) years will render the bidder ineligible for participation in all future tenders for a further period of 2 (two) years.
- 19)** Declaration of non – performance or ban status
- Bidders are not eligible to participate in the tender process under the following conditions:
- i.** They have been declared a non-performer by Central Government/ State Government or a CPSU during the preceding 2 years.

- ii.** They are currently debarred from contract work by Central or State Government or a CPSU.

Accordingly, Bidders are required to sign an Affidavit as per the enclosed pro-forma in Annexure-I, declaring their status of non-performance or debarment.

**20) Details of disputed status of ban/non-performance**

Bidders will clearly state the status of dispute in the cases of ban/ non-performance pending in courts against them as on the date of opening of tender. Merely, pending appeal with the Departments concerned and Courts will not merit change of status. Grant of stay order by a Competent Court will be taken into account while considering the status of ban/ non-performance.

- i.** Bidder to be fully responsible for the consequences of misrepresentation
  - a)** Any suppression of information and misrepresentation will render the Bidder ineligible for the tender along with the forfeiture of Earnest Money. The Bidder will also be liable for disqualification for future tenders of HRIDC for a period of 2 years.
  - b)** If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of EMD and SD (if any). The Consultant will also be disqualified for future tenders of HRIDC for a period of 2 years.

(Ref. Clause 19.of Instructions to bidders)

**FORMAT  
AFFIDAVIT\***

1. I/we, the undersigned, do hereby certify that all the statements made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that
  - i. Neither our firm M/s \_\_\_\_\_ have abandoned any work awarded to us by any Authority / Department of Government of India or Govt. of Haryana or CPSU or any multi-laterally funded project work nor any contract awarded to us for such works have been rescinded, during the last 2 years prior to the date of this bid.

or

The details of contracts awarded to us by the Authorities / Departments of Government of India, Govt. of Haryana, CPSUs and the multi-laterally funded projects which have been abandoned / rescinded during the last 2 years prior to the date of this bid and the reasons there for are enclosed\*\*.

- ii. We have not been declared a non-performer by any Authority / Department of Government of India or Govt. of Haryana or a CPSU or a multi-laterally funded agency during the last 2 years prior to the date of this bid.
- iii. We are not debarred for any contract work by any Authority / Department of Government of India Govt. of Haryana or CPSU or a multi-laterally funded agency.

Or

1. We were debarred for contract work by \_\_\_\_\_ for a period of \_\_\_\_\_ and the debarred period is already over. \*\*\*
2. We have no objection to HRIDC requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
3. We understand that further qualifying information may be requested by HRIDC and we agree to furnish any such information at the request of HRIDC within the prescribed time.
4. We find ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the HRIDC.
5. **We have read and understood all the provisions included in the bid documents and abide by them.**

6. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

- 
- \* To be executed on a non-judicial stamp paper of Rs.100/-.
  - \*\* If no details are attached, it will be presumed that there is no rescission of any contract in the relevant two years. **A wilful suppression of information may result in termination of Contract and debarring for two years.**
  - \*\*\* **Disputes pending with courts may be listed along with their status.**  
All reference dates are to be reckoned from the date of opening of tender.

**CHECK LIST FOR LIST OF DOCUMENTS** duly page numbered, signed, stamped by authorised signatory of the firm with the tender and submit at the address specified in the “Notice Inviting Tender” not later than the prescribed date and time for bid submission:

1. Forwarding letter of the Bidder.
2. Form of Bid.
3. Details of similar works completed in last 7 years (Format-1)
4. Annual Turnover for the last three years with supporting documents (Format - 2)
5. Attested copies of the constitution of its firm such as Partnership deed (in case of partnership company), Memorandum of Articles of Association, etc..
6. GST -Registration Certificate (as applicable)
7. Proof of transaction towards payment of Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
8. Power of Attorney duly attested by Notary Public of the in favour of the person signing the tender documents or photocopy duly attested by Notary Public or a Resolution of Board of Directors authorizing the person to deal with tenders/this tender case.
9. Banker’s Details (Name of the Bank and Branch), along with bidders own bank details (Account no., Name of Account holder, NEFT/RTGS details)
10. Affidavit (as per format given in Annexure-I)
11. Any other details sought through ITB.



## Criteria for Evaluation of tenders

### A. Essential Qualifying Criteria

1. **Technical Eligibility Criteria:** Work Experience: The bidder should have satisfactorily completed in the last seven previous financial years and the current financial year upto the date of opening of the tender, one similar\* nature of work for a minimum of 35% of advertised value of the tender.

\* Similar work would mean Environment & Social Impact Assessment (ESIA) of any Railways/Highways /urban transport project.

2. **Financial Eligibility Criteria:** The tenderer must have received contractual payments in the previous three financial years and the current financial year upto the date of opening of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc

#### **Note:**

- a) The work (sub work), if executed as part of any other work (completed/ ongoing), will also be considered for eligibility provided the bidder submits a certificate from the employer clearly mentioning about the completion of component of work executed. This sub work should have been completed during last seven previous financial years and the current financial year upto the date of opening of the tender with a minimum value of 35% of advertised tender value.
- b) Work experience certificate issued from Govt. Organisation/Semi-Government/ Public Sector organisations shall only be considered and certificate issued by private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation/Semi-Government/ Public Sector, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

- c) Joint ventures shall not be considered.
- d) Tenderer has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity.

**B. Evaluation of Proposal**

- i.** Proposal shall be opened and evaluated based on the eligibility criteria and financial offer given in tender document. The final selection of the Consultant will be based on lowest financial offer subject to fulfilling the minimum eligibility criteria and other terms and condition of tender document.
- ii.** For financial evaluation, the total cost indicated in the Proposal (Quoted Price in BOQ) shall be inclusive of all taxes and levies except GST which will be reimbursed on submission of proof of payment thereof.

**FORMAT-1**

*(Ref. Sr. No. 3 of Annexure-II to Instruction to bidders)*

**DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS**

<b>S. No.</b>	<b>Description of the Work</b>	<b>Name and address of the Employer</b>	<b>Contract No. and date</b>	<b>Date of award of work</b>	<b>Stipulated date of completion</b>	<b>Date of actual completion</b>	<b>Value of completed work (In Lacs of Rs.)</b>	<b>Reasons for delays, if any</b>	<b>Penalty ,if any, imposed for delay</b>	<b>Any Remarks other relevant information</b>
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- 1**
- 2**
- 3**
- 4**
- 5**
- 6**

Note:

- 1.** Please attach copies of the certificates issued by the Client.

**FORMAT-2**

*(Ref. Sr. No. 4 of Annexure-II to Instruction to bidders)*

**ANNUAL TURNOVERS FOR THE LAST THREE YEARS**

<b>S.No.</b>	<b>Year</b>	<b>Turnover from consultancy works (In lacs of Rs.)</b>	<b>Remarks</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			

Note:

- Certified copy of Chartered Accountant showing turn-over of Last three financial years and in the current financial year (upto date of opening of tender).

## SECTION IV: APPENDIX TO BID

## Appendix to Bid

Description	Reference Clause
To carry out Environment & Social Impact Assessment (ESIA) Study including preparation & submission of report in connection with Haryana Orbital Rail Corridor (HORC) project (143.93 Km) from Palwal to Sonipat including connections to the existing railway network	<b>1.i</b> of Instructions to Bidders
<b>Client:-</b> Haryana Rail Infrastructure Development Corporation Limited, SCO 17-19, 3 <sup>rd</sup> Floor, Sector-17, Chandigarh	<b>1.iii(a)</b> of Instructions to Bidders
<b>Scope of Work: -</b> Scope of work consists of as per Terms of Reference (TOR/Technical Specifications)	<b>1.vi</b> of Instructions to Bidders
<b>Approximate Estimated Cost of the Work: -</b> INR 24.42 Lac	<b>1.vi (b)</b> of Instructions to Bidders
<b>Amount of Earnest Money</b> INR 50,000/-	<b>8.i</b> of Instructions to Bidders
<b>Period of Validity of Bid: -</b> 90 days.	<b>9.iv</b> of Instructions to Bidders
<b>Period of Completion: -</b> 5 months	<b>7.0</b> of Special Conditions of Contract

## SECTION V: SPECIAL CONDITIONS OF CONTRACT

## Special Conditions of Contract

### **1. Details/Information to be provided by the employer-**

1.1. An initial Environmental and Social Screening study for HARC project was conducted by an E&S consultant engaged by HRIDC in 2019. Copy of the same will be made available to the consultant for reference. It was a preliminary ESIA study covering following-

- a) Scope of work for Environment Impact Study: Conduct Environment Screening Survey, Conduct Stakeholders Consultation, Collect Secondary Data on Environmental Parameters and support them with Primary Survey, Collection and Analysis of Data, Identification of Critical Environmental Issues, Identification of Applicable Statutory Clearances based on site visit and consultations, Preparation of IEE Check List for categorization of project
- b) Scope of work for Social Impact Study -Data collection from primary sources, Social Survey of Potentially Project affected persons, Data collection from Secondary Sources, Conduct stake holder Consultation/ Focus Group discussion, Identification of critical Social Issues/hot spot, Preparation of Initial Social Screening Report and Check List, covering involuntary resettlement and Indigenous Peoples, if any.

A copy of Environment and Social Screening study conducted by HRIDC will be provided to the consultant. Relevant material may be referred only after independent verification/validation of the same by the consultant.

- 1.2. KMZ file of Project Alignment shall be provided by the Employer (HRIDC).
- 1.3. A copy of Land Plans and Land Schedules prepared and submitted by HRIDC to competent authorities for LA shall be provided to the consultant. Other land documentations related to the land plots to be used by the project shall be sought directly by the consultant from concerned authorities.
- 1.4. A copy of the detailed project report and related technical plans and profiles.
- 1.5. Other relevant documents (available with HRIDC) as may be requested.

2. The consultant may be required to review the Environmental & Social Screening report conducted by earlier consultant and relevant material may be referred & made use of in the ESIA study.

### **3. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:**

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 3.1. Agreement
- 3.2. Letter of Acceptance
- 3.3. Notice Inviting Bid
- 3.4. Instructions to the Bidders
- 3.5. Appendix to Bid
- 3.6. Form of Bid
- 3.7. Special Conditions of the Contract
- 3.8. General Conditions of Contract
- 3.9. Terms of Reference (TOR)



**3.10. Relevant codes and Standards**

**3.11. Bill of Quantities (BOQ)**

**4. MOBILISATION ADVANCE:**

**No mobilization advance shall be paid to Consultant.**

**5. TAXES:**

- I. Taxes on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt /State Govt. or local bodies except GST shall be borne by the tenderer. No part of such taxes on Consultant's labour/material or any other account will be paid by HRIDC. Therefore, the Consultant must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.

**Note:**

- (i) Works contracts shall be treated as supply of services as per Schedule –II GST Act.
- (ii) GST Act and Rules issued from time to time by the Government/ concerned authorities shall be applicable.
- (iii) Contractor/ suppliers/ service providers/ parties shall register their firms State wise under GSTIN (GST Identification Number) and submit at the time of opening of tender or before the signing the agreement and shall mention place of business, registered office address and email id.
- II. If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies (excluding GST) in respect to any of the tax mentioned above, the same shall be borne by the Consultant and neither any additional payment will be made, nor any recovery will be made on this account. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the Consultant on this account.
- III. HRIDC will deduct the taxes specified by the concerned Central Govt/State Govt/Local bodies if required to be deducted at source under the relevant laws as applicable on the date of making the payment. HRIDC will issue a certificate regarding tax so deducted. It will be responsibility of the Contractor to make further correspondence with concerned Govt or local bodies to ensure full deposition of the tax or for claiming a refund, if due, as is done in case of income tax.
- IV. In case any tax is notified to be deducted at source from a specified date and certain payments have already been made in the period that lapsed between the date of applicability of tax and the actual date of implementation of the same, tax required to be deducted at source for this period will be recovered from the subsequent payment.

## **6. PRICE ADJUSTMENT**

No price adjustment shall be applicable in this tender during the work period till completion of the works.

## **7. COMPLETION PERIOD**

The work is required to be completed within a period as specified in the Appendix to Bid from the date of issue of letter of acceptance. The work shall be completed in phased manner if specified in the Appendix to Bid.

The work has to be executed in co-ordination with other agencies working on or near the project.

In case of any delay in the completion period, the extension of the same shall be dealt as per the clause 49.0 of General Conditions of the contract.

## **8. INSURANCE**

Clause 9.0 of GCC may be referred.

## **9. PERFORMANCE SECURITY:**

Relevant clauses (clause 8.0) of General Conditions of Contract are applicable regarding performance guarantee.

## **10. RETENTION MONEY:**

Relevant clauses (clause 8.0) of General Conditions of Contract are applicable regarding retention money.

## **11. COMPLETION PERIOD, WORK PROGRAMME SUBMISSION AND COMMENCEMENT OF WORK AND DELAY & EXTENSION OF CONTRACT**

- a.** The work is required to be completed within the period as mentioned in appendix to bid from the date of issue of letter of acceptance.
- b.** Within 7(Seven) days of the issue of Letter of Award and before the work is commenced; the Consultant shall have to submit a detailed programme for each major element of the work, using the modern networking techniques for Project monitoring, for approval of the Engineer.
- c.** The agreement or the approval of the programme by the Engineer shall not relieve the Consultant of any of his responsibilities to complete the whole works by the prescribed time.
- d.** The Consultant shall submit to the Engineer, for approval, an updated Program, whenever the Engineer may so direct, to take account of the actual progress of the Contract Works so as to achieve completion either before the due date for

completion or by the due date for completion or as soon as practicable thereafter. The Engineer may further require the Consultant to indicate the means by which the programmed progress will be achieved. If the Consultant does not submit an updated Programme within a reasonable period as indicated by the Engineer, the Engineer may withhold the payment of next on account bill until the overdue Programme has been submitted.

- e. In case of any delay in the completion period, the extension of the same shall be dealt as per clause 49 of General conditions of contract (GCC).

## 12. ACHIEVEMENT OF MILESTONE PROGRESS

In order to ensure progress during execution of the work, the Consultant will be expected to achieve the following milestone targets/deliverables ahead of dates mentioned against each. The consultant shall ensure accomplishment of milestone targets/deliverables within allocated time frame as per agreed programme.

Milestone targets	Description of mile stone to achieve	Time frame to achieve Milestone
Milestone 1	Inception Report (ESIA)	D+ 15 days
Milestone 2	Draft Environment Impact Assessment Report inclusive of Strip maps, environment management & monitoring plan (EMP & EMoP), Stakeholder Engagement Plan (SEP)	D+ 30 days
Milestone 3	Final Environment Impact Assessment Report inclusive of environment management & monitoring plan & SEP	D+ 60 days
Milestone 4	Submission of all the necessary documents for obtaining applicable statutory clearances	D+ 75 days
Milestone 5	Final Acceptance of All EIA Reports and documents by AIIB	D+ 90 days
Milestone 6	Draft SIA Report	D+ 90 days
Milestone 7	Final SIA Report	D+ 105 days
Milestone 8	Draft Rehabilitation Action Plan (RAP) inclusive of Social Management Plan/Framework (SMP/SMF) & Resettlement Policy Framework	D+ 120 days
Milestone 9	Final Rehabilitation Action Plan (RAP) inclusive of Social Management Plan/Framework (SMP/SMF) & Resettlement Policy Framework	D+ 135 days
Milestone 10	Final acceptance of comprehensive ESIA, ESMP, RAP, SEP and all reports/documents mentioned in this ToR in AIIB approved format.	D+ 150 days

### Note:

- 1) 'D' is the date of issue of Letter of Award by HRIDC to the Consultant.

## 13. CONTRACT AGREEMENT

The Consultant shall enter into and execute the Contract agreement in the form of agreement (**Annexure-V**) within **28 days** from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Consultant at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Consultant.

#### **14. IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM (REF. CLAUSE 44 OF GCC)**

In reference to clause 44 of GCC, specification of Safety, health and Environment specification has been attached, which shall be followed by the contract, during execution of work.

#### **15. POWERPOINT PRESENTATION BY CONSULTANT**

The consultant shall make power point presentation of the project as and when required/instructed before HRIDC and AIIB to facilitate approval/ decision thereof.

#### **16. PROGRAMME OF WORK**

Immediately on issue of letter of acceptance of this tender the contractor should submit programme of the work showing the activities work wise for completing the whole work within the stipulated period of completion as per schedule of deliverables in consultation with the Engineer-in-charge. Programme from time to time taking into consideration the latest progress achieved till then should be updated. This is to reiterate that the HRIDC reserves the right of terminating the contract as per General Conditions of Contract and forfeit/recover the amount equal to full Security Deposit and Performance Guarantee on full amount of work shown in acceptance letter.

#### **17. VARIATION**

For variation in quantity of items, please refer clause 58 and clause 59 of General Conditions of Contract.

PERFORMANCE BANK GURANTEE (UNCONDITIONAL)

To

Haryana Rail Infrastructure Development Corporation Limited,  
(Name & Address.)

[Acting through \_\_\_\_\_(Project Incharge) & Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of Consultant] (hereinafter called “the Consultant”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute “ \_\_\_\_\_” [name of Contract and brief description of Works] (hereinafter called “the Contract.”);

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by any Scheduled Bank in India as given Annexure-VII for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ (a date **60 days** from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:

Address:

Date:

**FORM OF AGREEMENT**

(To be executed on requisite value of stamp Papers)

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between Haryana Rail Infrastructure Development Corporation Limited, HRIDC, SCO 17-19, 3<sup>rd</sup> Floor, Sec-17A, Chandigarh acting through (Managing Director, hereinafter called “the Employer/Engineer”) of the one part and \_\_\_\_\_ (name and address of the Consultant) (hereinafter called “the Consultant”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Consultant viz. **Contract No.** \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Consultant for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH as follows:**

- In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Letter of Acceptance of Bid
  - b. Notice Inviting Bid
  - c. Instructions to the Bidders
  - d. Form of Bid
  - e. Appendix to Bid
  - f. Special Conditions of the Contract
  - g. General Conditions of Contract
  - h. Terms of Reference (TOR)
  - i. Relevant codes and Standards
  - j. Bill of Quantities (BOQ)
- In consideration of the payments to be made by the Employer to the Consultant as hereinafter execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)

(Name, Designation and address of the authorized signatory)

Signed for and on behalf of the Consultant in the presence of:

Signed for and on behalf of the Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.



## SECTION VI: TERMS OF REFERENCES (TOR)

## Terms of Reference for Environment & Social Impact Assessment (ESIA) Study

### 1. GENERAL

- 1.1. The Haryana Rail Infrastructure Development Corporation Ltd (HRIDC) was incorporated in August 2017 as a State Joint Venture Company with 51% participation of the State of Haryana and 49% participation of the Ministry of Railways (MOR). HRIDC is mandated to design, develop, plan, construct, implement, operate and manage rail projects in the state of Haryana.
- 1.2. One of the projects being developed by HRIDC is Haryana Orbital Rail Corridor (HORC). It is a new electrified Double Broad-gauge (BG) rail line of around 121.742 route km from Palwal to Sonipat, via Sohna, Manesar, Kharkhoda bypassing the Delhi state. The project is proposed to have connections with the existing Indian Railway (IR) lines at Harsana Kalan, Asauda, Sultanpur, Patli and Palwal. The Project is also proposed to have connection with the Dedicated Freight Corridor at Pirthala. The total route length including connectivities to IR and Dedicated Freight Corridor network is around 144 km.
- 1.3. HORC is a part of Transport Infrastructure Corridor in Haryana National Capital Region (Master Plan approved by GoH). Under this corridor, Kundli–Manesar–Palwal expressway is already commissioned in November 2018. Approximately 80% project alignment is along the Kundli–Manesar–Palwal Expressway, where 50-meter wide Land corridor is already reserved in the Master Plan for Orbital Rail and 10% alignment is along the Western Dedicated Freight Corridor. A map indicating alignment of HORC is enclosed at Annexure-A.
- 1.4. The ‘Haryana Orbital Rail Corridor’ Project has already been notified as “Special Railway Project” by the Central Government vide Gazette Notification no. 499 dated 04.02.2020. Further, Competent Authorities (I. Sub-Divisional Officer (Civil), Palwal, II. Sub-Divisional Officer (Civil), Nuh and Tauru, III. Sub-Divisional Officer (Civil), Gurugram, Pataudi and Sohna, IV. Sub-Divisional Officer (Civil), Bahadurgarh (for entire Jhajjar district), V. District Revenue Officer, Sonipat) for land acquisition for HORC have been nominated by the Central Government Vide Gazette Notification no. 947 dated 13.03.2020. The process of land acquisition has already commenced. The work of preparation of land plans and land schedules by HRIDC is nearing completion. A Resettlement Action Plan (RAP) shall be prepared following the Railways Acts 1989, RFCTLARR 2013, and AIIB ESP and ESS 2 on Involuntary Resettlement.
- 1.5. An initial Environmental and Social Screening study for HORC project was conducted by an E&S consultant engaged by HRIDC in 2019. Copy of the same will be made available to the consultant for reference. It was a preliminary ESIA study covering following-
  - a. Scope of work for Environment Impact Study: Conduct Environment Screening Survey, Conduct Stakeholders Consultation, Collect Secondary Data on Environmental Parameters and support them with Primary Survey, Collection and Analysis of Data, Identification of Critical Environmental Issues, Identification of Applicable Statutory Clearances based on site visit and consultations, Preparation of IEE Check List for categorization of project
  - b. Scope of work for Social Impact Study -Data collection from primary sources, Social Survey of Potentially Project affected persons, Data collection from Secondary Sources, Conduct stake holder Consultation/ Focus Group discussion, Identification of critical Social Issues/hot spot, Preparation of Initial Social Screening Report and Check List, covering involuntary resettlement and Indigenous Peoples, if any.

- 1.6. As an extension to the above mentioned study, a detailed updated Environmental and Social Impact Assessment (ESIA) study needs to be conducted, prepare a Resettlement Action Plan [and Livelihood Restoration Plan], and Stakeholder Engagement Plan (SEP) for the HORC Project incorporating and complying with the relevant national and local laws and regulations, and environment and social safeguard requirements of the Asian Infrastructure Investment Bank (AIIB), which is the funding agency for HORC Project, as provided in its Environment & Social Framework (ESF), comprising the Environment and Social Policy (ESP) and Environment and Social Standards (ESSs).
- 1.7. Details/Information to be provided by the employer:
- a. KMZ file of Project Alignment shall be provided by the Employer (HRIDC).
  - b. A copy of Land Plans and Land Schedules prepared and submitted by HRIDC to competent authorities for LA shall be provided to the consultant. Other land documentations related to the land plots to be used by the project shall be sought directly by the consultant from concerned authorities.
  - c. A copy of Environment and Social Screening study conducted by HRIDC will be provided to the consultant. Relevant material may be referred only after independent verification/validation of the same by the consultant.
  - d. A copy of the detailed project report and related technical plans and profiles.
  - e. Other relevant documents (available with HRIDC) as may be requested.

## **2. OBJECTIVE OF ASSIGNMENT**

A detailed ESIA study, including preparation of an Environmental and Social Management Plan (ESMP), a RAP, and a SEP needs to be conducted in order to mitigate potential adverse environmental and social impacts of the HORC Project. The specific objectives of the ESIA study are to:

- a. Identify and assess all relevant potential direct, indirect and cumulative environmental and social risks and impacts of the project i.e. HORC components and associated facilities (including but not limited to those identified in Environmental and Social Screening study) and recommend specific mitigation, management, and monitoring measures and plans to avoid, offset or minimize the impacts, and
- b. Formulate an implementable ESMP, RAP, and SEP integrating technically and economically feasible measures, timeframe, budget and capacity resources, and identifying the responsible entities to implement these measures, to avoid the identified impacts and an appropriate monitoring and supervision mechanism to ensure its implementation.

## **3. ABBREVIATIONS**

(As per Annexure- D)

## **4. SCOPE OF SERVICES**

### **4.1. Environmental Impact Assessment**

The Railway projects are not listed in the Schedule (List of Projects and Activities requiring prior Environmental Clearance) of EIA Notifications. Therefore, prior environmental clearances from MoEF & CC is not required for proposed project.

An Environmental and Social screening study (as mentioned in Section 1.5 above) was conducted earlier. The consultant shall review this Environment and Social Screening study report and use relevant data and information for carrying out further environment impact assessment study for preparation and submission of EIA Report containing mitigation measures and environment management & monitoring plan in a manner consistent with guidelines & policy of AIIB. Activities to be Performed for Carrying out EIA Study. Please refer to the AIIB ESF specifically ESS1 for the themes and elements of importance to the Bank and paragraph 28 for the specific contents of the report.

#### **4.1.1. Preparation of Strip Map of the Alignment**

Environmental sensitivity of the RoW shall be studied to identify the natural and man-made environmental sensitive features and strip plans should be prepared showing these sensitive features within RoW on GIS platform. Environmental sensitive receptors to be provided on strip plan shall include but will not be limited to following

- I. Notified Protected Areas/Environmentally sensitive/protected areas
- II. National Heritage Sites
- III. Critically Environmentally Polluted Areas listed by Central Pollution Control Board
- IV. Notified Areas by CGWB
- V. Archaeological Monuments
- VI. Monument/Places of Historical and cultural importance as notified by centre and state or as identified by the local community as important physical cultural resources.
- VII. Trees, plantation, orchards
- VIII. Land use
- IX. Whether the site or near surrounding have mangroves or is inhabited by RET species or is a place for migratory birds/mammals or is a spawning area for aquatic species.
- X. Community facilities that are sensitive to impacts of the railways (e.g. noise, vibration, increased foot traffic). These may include schools hospitals, places of worship etc.

#### **4.1.2. Collection and Analysis of Baseline Data from the Study Area**

This will include establishment of environmental sensitivity of project and developing an environmental base line with respect to the quality of existing environment in the study area. Maps showing the project alignment, identified environment sensitive receptors, environmental hotspots and detailed land use shall be prepared on the GIS platform. All the required documents from concerned authorities/departments shall be submitted in reference to the data mentioned above.

The consultant shall undertake primary surveys that shall include baseline monitoring of air, water, soil, noise and vibration at representative and sensitive locations, and identification of all macro-level environmental issues within the project's study area.

All surveys shall be carried out in compliance with the applicable standards/guidelines/norms. Wherever such guidelines/norms are not available, the techniques, tools and samples employed for the surveys shall conform to the International practices. Whenever directly relevant secondary data is available, these should be used, while indirectly relevant data should be verified through primary survey. Environmental quality (air, water, noise and vibration) monitoring shall include an adequate number of samples, as established on a sampling network to provide a representative picture of pollution levels along all the corridor. Additional data for sensitive environmental / ecological receptors, if any, shall be collected such as to analyse and predict the possible risks and impacts to a degree and precision of acceptable standards.

The surveys shall necessarily cover inventory of trees, streams/rivers, historical/cultural sites, construction material sources, settlements, land use, sensitive receptors etc. in project corridors, including preparation of tree cutting schedules and forest land diversion case. Further, additional specialized surveys, such as biodiversity assessment survey, and hydrological surveys shall be conducted, if and when required, as part of environmental baseline.

#### **4.1.3. Impact Assessment**

The following impacts are to be described; direct and indirect impacts, cumulative impacts and induced impacts. Impacts of concern would be those on the usual environmental impacts or air, water, soil, noise, vibrations etc. Included in this would be impacts on Biodiversity, Labor, Community Health, Environmental Health and Safety (workers and community), Physical and Cultural Resources (please refer to ESS1 of the AIIB Environmental and Social Framework). Wherever possible, describe impacts quantitatively, in terms of environmental costs and benefits. Quantification shall be done for water requirement, waste generation, muck generation, wastewater generation, requirement of waste and wastewater treatment, height of noise barriers required, safe distance for various land use from project site in terms of noise & vibration levels, etc. during both construction and operation phase. Borrow areas, if required shall be identified and marked on the map showing distance from the alignment and the route.

Please pay particular attention to Habitat Fragmentation impacts. This is important for linear infrastructure such as railways.

Based on baseline conditions and the planned project activities, Environmental impacts to be predicted by the standard methodology and applications of appropriate modelling e.g., prediction of noise and vibrations due to the proposed project activity etc. These projections would identify whether the pre-project critical environmental conditions would be further degraded. Residual impacts shall be calculated for each of the affected environmental attribute.

Environmental Enhancement: The consultant shall give special attention to the environmental enhancement measures in the project for the following:

- I. Cultural property enhancement along the alignment
- II. Landscape development along alignment
- III. Enhancement of water bodies along the alignment
- IV. Redevelopment of the borrow areas located on public land
- V. Adequate measures for environmental hotspots like fencing of the protected areas and accident-prone areas etc.
- VI. Study the fauna movement in detail and suggest measures to mitigate any disruption in fauna movement which may include establishment of fauna crossings, if required.
- VII. Other environment development activities

Consultant shall also perform climate risk and vulnerability assessment to assess the project's climate vulnerabilities and the associated risks to the structural component of the project. In consultation with project engineers the consultant will identify the adaptation measures and associated climate mitigation and adaptation costs. Climate risk assessment should also include estimation of greenhouse gas (GHG) emission reduction.

Cumulative and Induced Impacts of the proposed project activities, and of the induced effects due to construction and operational activities of the project along with other actual or planned development activities in the project area. For this analysis, the Consultant will identify Valued Environmental Components (VEC) specifically relevant to the Cumulative Impact Assessment based on inputs from stakeholders and will assess the potential impacts of multiple development activities on the VECs.

The Consultant shall suggest on efficient use of environment friendly construction materials and technologies, energy and resource efficiency, water conservation and management, reduction of GHG emission and increasing carbon sink, climate resilient measures etc. The Consultant to the extent possible shall attaches economic values where feasible.

Basis of deciding Project alignment would be listed by the consultant. HRIDC will provide relevant documents to the consultant and the same shall be included as a part of this report.

#### **4.2. Social Impact Assessment (SIA) and Resettlement Action Plan (RAP)**

Social screening study (as mentioned in Section 1.5b above) was conducted by an approved E&S consultant. The consultant shall review the Social Screening study report and carry out further social impact assessment study, collect further data for preparation and submission of Social Impact Assessment (SIA) Report, Resettlement Action Plan (RAP) [and Livelihood Restoration Plan], Stakeholder Engagement Plan (SEP) Indigenous Peoples Plan containing mitigation measures and social management & monitoring plan in a manner consistent with guidelines & policy of AIIB. The consultant has to ensure compliance with all relevant national and local Acts/Laws and regulations and AIIB's ESP/ESF/ESSs for the purpose of this assignment. The consultant will list the relevant Acts and regulations and identify gaps with AIIB ESP/ESF/ESS and recommend measures on how these will be addressed. The consultant has to carry out the SIA and preparation of the RAP, and consider, but not limited to the following:-

**4.2.1 Social Impact Assessment (SIA).** The social impact assessment (SIA) report will include (i) identified past, present and future potential social impacts, (ii) an inventory of displaced persons and their assets, (iii) an assessment of their income and livelihoods, and (iv) gender-disaggregated information pertaining to the economic and sociocultural conditions of displaced persons. The project's potential social impacts and risks will be assessed against the requirements presented in this document and applicable laws and regulations of the jurisdictions in which the project operates that pertain to involuntary resettlement matters, including host country obligations under international law. The social impact assessment will identify individuals and groups who may be differentially or disproportionately affected by the project because of their disadvantaged or vulnerable status. Where such individuals and groups are identified, propose and implement targeted measures so that adverse impacts do not fall disproportionately on them and they are not disadvantaged in relation to sharing the benefits and opportunities resulting from development. Tasks include, but not limited, to the following:

- (i) Study the project related documents (Feasibility Report or DPR as available, Social Screening Report, Land acquisition plan & schedule, relevant Acts (The Railways Act, 1989 & The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013), rules, Govt. orders, notifications, etc issued from time to time, and other documents related to the project area.
- (ii) Undertake reconnaissance survey of the project stretch to understand social settings & issues, broad estimation of likely impacts (particularly physical displacement), common property resources, etc.

- (iii) Develop survey tools (formats for Census and Socio-economic survey, guidelines for consultations, instructions etc) based on the understanding of the project, legal aspects, social issues, likely impacts, funding agency's requirements etc.
- (iv) Study AIIB's Environmental and Social Policy (ESP) & Environmental and Social Standards (ESS) to understand the AIIB's requirements.
- (v) Broadly specify the study area for assessment.
- (vi) Identify stakeholders to be consulted during the preparation stage and thereafter.
- (vii) Undertake video recording of the project corridor, in particular of places/locations where project impacts are likely to result in dismantling of buildings/structures and other immovable assets.
- (viii) The survey formats for conducting census and socio-economic survey (tab based or paper format) shall be approved by HRIDC, and reviewed by AIIB, before starting the survey.
- (ix) Conduct census survey: The census survey is aimed at collecting identification data, likely losses and other information to assess the magnitude and categorize of impacts for administering R&R entitlements. The Consultant shall undertake census survey by administering a questionnaire to all affected families covering landowners and others irrespective of ownership status (i.e. titleholders, encroachers, squatters, etc) in the project area. The survey will include recording of loss of assets (land, building by type of construction and present use, and other immovable assets and utilities), details of the person associated with the property affected [age, sex, education, social category (General, Other Backward Castes, Scheduled Castes, Scheduled Tribes); economic category (Below Poverty Line or Above Poverty Level), vulnerability, occupation, income, land holding, possibility of physical displacement, number of family members by gender, earning members by gender, resettlement and rehabilitation option, etc. The analysis of data collected through census survey will help establish the magnitude and categories of impacts. The questionnaire administered to the affected family shall take into consideration the gender aspects. The census survey format shall also take into consideration the information required for providing rehabilitation and resettlement assistance as per the Second Schedule of the RFCTLARR Act, 2013.
- (x) Use GPS enabled devices to record location of building/structure and also take photograph of affected building and other immovable assets. The required photographs (in soft copy) as above shall have GPS coordinates embedded in it. The measurement of buildings/structures shall be recorded by laser measuring tools or other suitable methods.
- (xi) Conduct socio-economic survey: It is aimed at collecting baseline socio-economic data from project affected families identified in the census survey for monitoring the R&R impacts and outcomes. The socio-economic survey will cover the project affected families/entities in the census survey [land owners (large, small, marginal), landless, BPL, owners of buildings/structures/businesses, encroachers, squatters, etc) of project affected families. The survey will contain but limited to: head of family, demographic profile of the family members, family size, social category, religion, literacy, present occupation, average monthly income, skill possessed, BPL/APL, access to basic amenities (water, sanitation, electricity), possession of consumer items, livestock resources, etc. Data to be collected shall be further expanded as required and will be analysed (disaggregated by gender wherever applicable and availability of data allows) and used for developing an Income/Livelihood Restoration Plan.
- (xii) As per Census of India, there is no Scheduled Tribe (ST) population in Haryana. However, the Consultant shall check and confirm that Scheduled Tribe (ST) population is not affected by the Project. In case ST is affected, the Consultant shall identify if the project impacts result in loss of land, livelihood, relocation, etc. Further, extent impacts on cultural heritage that is important to their identity (cultural, ceremonial, spiritual etc) shall be ascertained and consent obtained through free, prior and informed consultations.

- (xiii) The social assessment shall also include project impacts on specific groups in the community, in particular on women and vulnerable groups, and shall provide for a gender and vulnerability analysis, by assessing baseline conditions of women and vulnerable groups in the community (i) socio-economic profile, (ii) problems and concerns particularly with respect to risks of sexual abuse and exploitation, trafficking, spread of communicable diseases, (iii) aspirations, and (iv) identify opportunities for participation and access to project benefits. The report should establish the further action plan required for the project planning and implementation and integrate the same in the Social Management Plan.
- (xiv) The SIA will also include safety concerns, child labour, compliance of labour laws in India (and Haryana), acceptable targets for employing women in construction activities and other possible benefits and mitigation measures, including corporate social responsibility initiatives, basic wages for skilled / unskilled workers, wage equality, child-care facilities of workers around the sites.
- (xv) The assessment will be carried out for social impacts during construction and operation phases. Social assessment should cover direct and indirect socio-economic impacts (local/non-local employment); effects on development in the area; changes in demographic conditions; additional demand for accommodation and local services as well as capacity to meet these demands; socio-cultural impacts (changes on quality of life, possible social problems, community stress and conflict). The socio-economic benefits of this project shall also be discussed. For construction phase, the focus of impact assessment will be on relocation of public utility, disturbance to traffic, restriction of access to community's facilities, lands and assets, etc., risk to community health and safety due to construction activities and influx of workers, risk of gender-based violence, sexual exploitation and abuse and labor issues. This phase also to include the design and construction of facilities that incorporates gender sensitive designs and those that enhances accessibility of Persons with Disabilities (PWDs) and persons with limited mobility.
- (xvi) For operation phase, in addition to the benefits, the emphasis of socio-economic impacts assessment shall be on restriction to local transport and risks to road safety, especially to the community.
- (xvii) Enumerate Common Property Resources (CPRs): Listing of common properties resources (like temple, mosque, bench, platform for sitting purpose, community centre, marriage hall, well, hand pumps, school, health facilities, etc) likely to be affected by the project shall be enumerated and photographed with GPS coordinates embedded in it.
- (xviii) Socio-economic profile of the project area: Collect comprehensive data and information from secondary sources on social setting and socio-economic conditions, employment, land use, livestock resources, community structure and various facilities (public health, education, market, bank, etc) for compiling socio-economic profile of the project area.
- (xix) Consultations with stakeholders: Meaningful consultations with various stakeholders shall be conducted in each district (covering individual PAP's, PRIs, local government departments, NGOs, associations, media, etc) who may have a role in the project implementation. Consultations in planning stage are aimed at promotion of public understanding and fruitful solutions of developmental problems and prospects of rehabilitation and resettlement. Mode of consultations will depend upon the type of stakeholders, number of participants, issues to be discussed, etc. The mode of consultations shall include individual discussion, spot consultations, Focus Group Discussions (FGDs), public consultations, workshops, etc. Consultations with women covering issues related to Gender Based Violence (GBV) and other issues specifically related to women shall be conducted by women member of the consultant keeping in view the tradition and culture of the project area. Consultations held shall be well documented with related photographs and videos (with due permission from participants for consultations with women) as per requirement of HRIDC/funding agency. Consultations shall also include a workshop to



present the findings of the study to key stakeholders who directly or indirectly influence the Project. Formal stakeholder consultations shall be advertised by public notice in both English and appropriate local language(s). In this regard, prior intimation (at least 7 days) shall be given to the Employer (HRIDC) for proper communication, and participation of key stakeholders for effective feedback. The arrangement for stakeholders' consultation shall be made by the consultant as part of the consultancy services. This process will record and analyze people's perception on the project in terms of adverse & positive impacts, suggestions for minimizing involuntary resettlement, mitigation measures, livelihood restoration, etc. As part of this process, vulnerable group besides women shall be separately held to record their specific concerns and suggestions. The required photographs (in soft copy) as above should have GPS coordinates embedded in it.

#### **4.2.2 Resettlement Action Plan**

##### **I. Land Audit of Land Acquired in the Past and Corrective Actions**

The social compliance audit will focus mainly on the review and assessment of the completed land acquisition activities for approx.98 hectares belonging to different government agencies (i) Haryana State Industrial and Infrastructure Development Corporation, Govt. of Haryana–70 hectares; (ii) Indian Railways, Govt. of India – 8 hectares; and Dedicated Freight Corridor of India Limited, Govt. of India– 19.7 hectares).

The Land Audit will assess whether the process of land acquisition has been done in compliance with the required laws, regulations, and standards and evaluate whether there are existing remaining legacy issues (complaints from former landowners, unpaid compensations, among others). Where non-compliance is identified, a corrective action plan (CAP) agreed by AIIB and the borrower/client will be prepared. The Plan will define the necessary remedial actions, the budget for such actions, and the time frame for resolution of noncompliance. Results of the land audit and CAP can be merged as one section in the RAP.

##### **II. RAP for Land to be Acquired**

The land acquisition for HIRC shall be done as “Special Railway Project” under Railways Act, 1989. For the lands to be acquired for the Project, a RAP shall be prepared for the project to mitigate, compensate, resettle and rehabilitate the adverse social impacts caused by the proposed project. The RAP will be prepared as per the National Law/Policy, Railways Act 1989 (Amended 2008), RFTLARR 2013, and AIIB ESP and ESS2 on Involuntary Resettlement. The RAP will include estimated budget for mitigation measures (compensation and rehabilitation & resettlement provisions, income/livelihood restoration plan), institutional arrangement for RAP implementation, grievance redressal, external monitoring, etc. Please refer to Annex C for the outline and coverage.

A participatory approach shall be adopted in the preparation of RAP wherein local communities will be involved in preparation of the resettlement action plan. The tools such as public consultations, focused group discussions, primary surveys, etc will be used. It shall cover the project footprint including associated facilities like approach road, flyovers, etc. RAP preparation shall include carrying out surveys (census & socio-economic survey, consultations, etc as detailed out below) to enumerate all properties and assets affected and persons associated therewith to understand the magnitude of project impacts and gather socio-economic baseline conditions in the project area: The socio-economic surveys shall be conducted among the affected households within the core areas/right of way. The assessment of the surrounding areas (outside of the core areas) will be mainly carried out through secondary data & reconnaissance survey with an evenly distributed sample size.

#### **4.2.3 Tribal Action Plan**

A stand-alone Tribal Action Plan, if required will be prepared based on a review of SIA and Census findings in case the HORC project impacts the tribal communities, in line with the AIIB's ESP ESS3 Indigenous Peoples.

#### **4.3. Grievance Redress Mechanism**

The ESIA should present an appropriate grievance redress mechanism (GRM) in place to accept, manage, and resolve grievances related to environmental and social aspects of the project, both internally (labor) and externally (project affected people (PAP), community, stakeholders). It should be outlined with clear roles, timelines, procedures and responsibilities. It should also describe the options available to PAPs for grievance redress regarding environmental, social and resettlement issues. The ESIA shall indicate how the information of GRM would be disseminated and accessible in a way that is clear and comprehensible to the PAPs. The GRM should include provisions to protect complainants from retaliation and to remain anonymous, if requested. Reference should be made to the Project-affected People's Mechanism Policy of the AIIB. It is important to constitute field level Grievance Redress Committees (GRCs) which can be easily accessed by the community members.

The ESIA to also present an appropriate GRM for workers during construction and for operations phase.

The Consultant to also note that AIIB's Project-affected People's Mechanism (PPM) has been established by the Bank to provide an opportunity for the independent and impartial review of submissions from PAP who believe they have been or are likely to be adversely affected by the Bank's failure to implement its ESP in situations when their concerns cannot be addressed satisfactorily through the Project-level GRMs or the processes of the Bank's Management. For information on the PPM, please visit: <https://www.aiib.org/en/policies-strategies/operational-policies/policy-on-the-project-affected-mechanism.html>.

#### **4.4. Stakeholder Consultation and Disclosure of Documents**

Initially, a stakeholder analysis/mapping will need to be undertaken to identify key stakeholders of the project. The key stakeholders will be identified and their respective importance, influence, interests, and concerns/potential issues on the Project will be analyzed and presented in a matrix. A tentative list of stakeholders can be derived from the desk review and a reconnaissance survey of the proposed project sites. Once the list of key stakeholders is prepared, it should be confirmed through consultations with policy-makers, governmental representatives, local NGOs, elected local government representatives and officials. The sub-groups (age, gender, etc.) within each stakeholder group that face different constraints with respect to access, safety, affordability, availability, and health impacts and have different demands will also need to be identified.

Consultation process will be undertaken involving a range of tools including focus group discussions, one-to-one interviews, consultation workshops, and socio-economic survey, to achieve a meaningful consultation even at the face of COVID19 situation. Consultant shall undertake meaningful stakeholder consultation, including consultation with communities located along the alignment, NGOs/CSOs working in the area and those outside that may have interests, trade unions, other stakeholders, local bodies and relevant Government departments. If warranted, separate consultations will be conducted with women, youth, and other vulnerable groups. Special focus should be given to Persons with Disabilities and persons with limited mobility (elderly, pregnant women, children, etc) and identify their specific needs. Structured questionnaire shall be prepared and got approved from HRIDC before conducting the consultations for each group of the stakeholder identified. The

findings from the consultations should be taken into consideration in the design of the project whenever relevant.

A proper documentation of the stakeholder engagements and public consultation meetings shall be maintained as per guideline of AIIB including list of the participants along with the local representative like head of the villages (sarpanch), venue of the meetings, address, signature of the participants, proceedings of the works, photography as well as videography of the proceedings and all shall be submitted to HRIDC.

The consultant will provide support and assistance to the client in meeting the disclosure requirements, which at the minimum shall meet the guidelines of AIIB. Presentation and project information shall be disclosed at the appropriate level with prior permission from HRIDC.

In addition, a Stakeholder Engagement Plan will be prepared for implementation of the project.

#### **4.5. Institutional Capacity Building & Training**

Institutional assessment would assess: the current institutional structure of HRIDCL/HORC to deal with overall project and in particular the environmental and social aspects; current levels and modes of engagement with various stakeholders; availability and access to grievance redressal mechanisms for communities to seek redressal, etc. Based on this assessment, Consultant shall identify and recommend commensurate mitigation measures in the form of: in house capacity enhancement, external support in the form of general or project management consultants; contracting/hiring of environmental and social staff; training and capacity building measures, etc.

#### **4.6. Risk Assessment and Disaster Management Plan**

Risk Assessment and Disaster Management plan shall be prepared for the project. This plan shall identify all the risks related to the project design, implementation and operation phase. Plan should provide detail on identified risks and disasters, methodology to prevent these risks and disasters, preparedness plan for risks and disasters, institutional framework and resources requirement for implementation of risks and disasters.

#### **4.7. Environmental and Social Management and Monitoring Plan**

The environmental and social management plan and monitoring plan to include proposed mitigation measures, environment management plan, proposed work programs, budget estimates, schedules, staffing and training requirements, and other necessary support services to implement the plans including institutional framework.

Environment and social management plan shall also highlight the applicability of various rules and need of obtaining various permits specific to each of the project activity identified. The ESMP shall be made separately for design and pre-construction, construction and operation phases of the project. All the predicted impact and associated mitigation measures, estimated costs, and entities responsible for their implementation, should be provided in the ESMP along with the regular monitoring requirements for the key environmental performance indicator. ESMP shall also include detailed plans on plantation, transplantation, muck management, noise & vibration management, occupational health & safety management, labor and workers' camp management, waste management, muck management during both construction & operation phase of project etc.

To monitor implementation of ESMP, for different stage of project (pre-construction, construction, post construction), the Consultant shall identify the performance indicators, approach of monitoring, and frequency. The performance indicators should include both quantitative and qualitative types, but the Consultant shall consider practicality aspect and provide approach for monitoring each identified indicator.

ESMP should also include implementation mechanism, schedule and associated costs for execution of mitigation and enhancement works; detailing of the requirements for institutional strengthening and training for project implementation, training requirements, record keeping, auditing & inspection requirement, review & updation of document. A detailed description with costs estimates of CSR (prepared on basis of need based assessment) should be incorporated in the EIA & ESMP reports. A standalone ESMP with the ESMP budget shall also be prepared. The suggested report structure (this is indicative, the consultant shall follow AIIB guidelines while preparing the report) is outlined in Annexure C.

The consultant will also provide inputs regarding various mitigation measures to be included in bid documents so that relevant portions of the ESMP are incorporated into the bid-document.

## 5. DELIVERABLE AND BRIEF DESCRIPTION OF THE STUDIES

### A. Inception Report

S. No.	Deliverables	Brief Description of the Studies to be covered
1.	<b>Draft Inception Report</b>	Shall cover project description, summary review of project documents (Environmental and Social Screening, Feasibility Report or DPR as available, environmental inventory and survey plan and schedule, Land acquisition plan & schedule, applicable Acts, rules, Govt. (national and state) orders, notifications, AIIB's ESP & ESS, observations based on site visits, study area, critical locations in terms of environmental sensitivity, physical displacement, magnitude of physical displacement, impacts on common property resources, social issues, major constraints, draft survey formats an guidelines for conducting surveys and consultations in view of COVID-19 pandemic, identification of locations for environmental monitoring, identification of stakeholders, confirmation on presence of Scheduled Tribe population and need for further study, plan for next stage study, timeline, team composition, deliverables, etc.
2	Final Inception Report	Within 7 days from the date of receipt of comments from HRIDC.

### B. Environmental Impact Assessment report

S. No.	Deliverables	Brief Description of the Studies to be covered
1.	Draft Environment Impact Assessment Report inclusive of Strip maps, environment management & monitoring plan (EMP & EMoP), Stakeholder Engagement Plan (SEP)	<p>I. Executive summary of the report, indicating key environmental impacts, mitigation measures, identification of key stakeholders, consultations and disclosures carried out.</p> <p>II. Site visit of the complete alignment and preparation of the strip maps showing the identified environmental sensitive receptors and hotspots within RoW identified during site visits</p> <p>III. Trees within RoW along with species, girth, height etc.</p>

		<p>IV. Details of the affected environmental assets/properties due to project development, including cultural assets.</p> <p>V. Land Use map of RoW and study area</p> <p>VI. Ecological impact assessment and species wise conservation plan for identified RET species.</p> <p>VII. Noise and vibration analysis.</p> <p>VIII. Risk assessment &amp; Disaster management plan</p> <p>IX. Consultations and GRM.</p> <p>X. Environmental and Social Management and Monitoring Plan</p> <p>XI. Stakeholder Engagement Plan- Authenticated translation of Executive Summary shall be provided in English and in Hindi.</p>
2.	Final Environment Impact Assessment Report inclusive of environment management & monitoring plan & Stakeholder Engagement Plan	<p>At the time of final submission, following standalone documents are required to be submitted:</p> <p>I. Environment Impact Assessment Report- Finalization of EIA report and Environment management &amp; monitoring plan for proposed project, incorporating feedback received, if any, from the HRIDC, and stakeholders during the consultation process, and annexing all records of monitoring, survey and consultation (including records from initial scoping stage).</p> <p>II. Stakeholder Engagement Plan</p> <p>III. Standalone EMPs for inclusion in consultant bid document. Standalone EMPs are to be done according to the contract package to be decided by HRIDC. That is, if there will be one or several contracts/packages, the EMP should be drafted according and as applicable to those packages only.</p> <p>IV. Executive summary of the report (English, Hindi &amp; Local language)</p> <p>V. Final Strip Maps showing environmental sensitive receptors within RoW</p> <p>The report will be considered final on compliance of all comments in the report including those from the AIIB.</p>
3.	Documents for Statutory Clearances	Documents for various clearance (applicable to project) as required and accepted by concerned authorities in line with the legislations of GoI including application forms, Performa, report, maps, studies etc.

### C. Social Impact Assessment report

Sl.	Deliverables	Brief Description of the works to be covered
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1.	Draft SIA Report	<p>i. Description of the Project; Objectives &amp; Methodology, Study area, Socially critical and sensitive areas, Policy and legal framework applicable to the Project, Project impacts and social risks, Risk assessment &amp; Disaster management plan, Socio-economic profile of the project affected persons, socio-economic profile of the project area, Common property resources, stakeholder identification and consultation plan, public consultation and information disclosure, mitigation and monitoring measures, etc.</p> <p>ii. For more details refer section 4.2.1 above.</p>
2.	Final SIA Report	<ul style="list-style-type: none"> <li>• Incorporation of comments/observations from HRIDC/ funding agency on the draft SIA report.</li> </ul>
3.	Draft Resettlement Action Plan (RAP) inclusive of Livelihood Restoration Plan, SEP, Social Management Plan/Framework (SMP/SMF) & Resettlement Policy Framework	<ul style="list-style-type: none"> <li><b>i</b> Completion &amp; Submission of Socio-Economic survey of affected PAH/PAP</li> <li><b>ii</b> Completion and Submission of Stakeholder consultation details including Minutes, attendance, photographs, videography and suggestion at each village/tehsil/district level</li> <li><b>iii</b> SMF shall be prepared as considering all social legislations stipulated by the Govt. of India, State Govt. and funding agency Safeguards Policies.</li> <li><b>iv</b> Preparation of draft Social Management Plan/Framework (SMP/SMF) and a stand-alone Resettlement Policy Framework (RPF) for the overall project, along with plan for stakeholder/public consultations (For a comprehensive list of activities to be performed please refer Annexure-C)</li> </ul> <p>v. Preparation of draft RAP inclusive of SIA for proposed project, incorporating feedback received from HRIDC &amp; AIIB, and stakeholders during the consultation process, and annexing all records of consultation (including records from initial scoping stage consultations). See outline in Annex C)</p> <p>Authenticated translation of all required material such as “Executive Summary” etc. shall also be provided in Hindi.</p>
4.	Final RAP inclusive of, Livelihood Restoration Plan, SEP, Social Management Plan/Framework (SMP/SMF) & Resettlement Policy Framework	<ul style="list-style-type: none"> <li>a) Compliance of observations of Employer/ funding agency on draft SIA/RAP</li> <li>b) Preparation of Micro Plan of each family/household (As per format approved by HRIDC)</li> <li>c) Preparation of Resettlement and Livelihood Restoration Requirements</li> <li>d) Final RAP incorporating the SIA after incorporating HRIDC and funding agency Comments.</li> <li>e) Comprehensive Grievance Redressal Mechanism including both Environmental &amp; Social aspects</li> <li>f) Comprehensive Stakeholder Engagement plan including both Environmental &amp; Social aspects</li> <li>g) Comprehensive Risk Assessment and Disaster Management Plan including both Environmental &amp; Social</li> </ul>

		aspects, Comprehensive Institutional Capacity Building and Training plan including both Environmental & Social aspects The report will be considered final on compliance of all comments in the report.
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## 6. TIME SCHEDULE & PAYMENT SCHEDULE:

S. No.	Description of Deliverables	No. of Copies		Time Schedule (time from date of issue of LOA)	Payment to be released (% of Total Cost indicated in BOQ)
		Hard	Soft		
1.	Inception Report (ESIA)	3	1	2.0 Weeks	5%
<b>A. Preparation of EIA Report &amp; Environment Management Plan and Public Consultation</b>					
2.	Draft Environment Impact Assessment Report inclusive of Strip maps, environment management & monitoring plan (EMP & EMoP), Stakeholder Engagement Plan (SEP)	3	1	1.0 Month	5%
3.	Final Environment Impact Assessment Report inclusive of environment management & monitoring plan & SEP	3	1	2.0 Month	5%
4.	Submission of all the necessary documents for obtaining applicable statutory clearances	3	1	2.5 Months	5%
5.	Final Acceptance of All EIA Reports and documents by AIIB	3	1	3.0 Months	15%
<b>B. Preparation of SIA Report &amp; Resettlement Action Plan</b>					
6.	Draft SIA Report	3	1	3.0 months	5%
7.	Final SIA Report	3	1	3.5 months	5%
8.	Draft Rehabilitation Action Plan (RAP) inclusive of Social Management Plan/Framework (SMP/SMF) & Resettlement Policy Framework	3	1	4.0 Months	5%
9.	Final Rehabilitation Action Plan (RAP) inclusive of Social Management Plan/Framework (SMP/SMF) & Resettlement Policy Framework	3	1	4.5 Months	15%

10. Final acceptance of comprehensive ESIA, ESMP, RAP, SEP and all reports/documents mentioned in this ToR in AIIB approved format.	3	1	5.0 Months	35%
			<b>Total</b>	<b>100%</b>

## 2. CONSULTANT TEAM QUALIFICATIONS AND COMPOSITION:

Team Composition with desired minimum qualification and experience as mentioned below.

S. No.	Key position	No of Positions	Minimum Qualification	Minimum Experience
1.	Team Leader	1	<p>a) Masters (Post-Graduate) degree or equivalent in technical subjects such as Social Welfare / Sociology/ Political Science/ Psychology/ Geography/ Anthropology/Economics/Environmental Science/ Environmental Engineering/Environmental Economics/ Urban Planning/Regional Planning/ Environmental Planning, Developmental Sciences Rural Development and Management - rural economics/ Economic Sociology/ Demographic Studies, Social Science and the like from a UGC /AICTE recognized university/ institution, Diplomas/Post Graduate Diploma conferred by institutions' like the Indian Institute of Social Welfare and Business Management (IISWBM), Institute of Rural Management; AICTE recognized institution with minimum 15 years of experience in large infrastructure projects/ similar assignments.</p> <p>b) Experience of minimum 10 nos. EIA/EMP/RAP/ SIA assignments which are accepted by the concern funding agencies in railway/ transport/ metro rail projects</p>	>=15 years
2.	Environment Specialist	1	<p>M.SC Environmental Science/ M.Tech Environment Engineering QCI/NABET Accredited Functional Area Experts SHW/WP/AQ/HG Experience of undertaking minimum 5 nos. EIA/EMP assignments in linear projects in Railways, Highways &amp; Metro Rail sector (the reports should have been accepted by the Funding agency or</p>	>=10 years



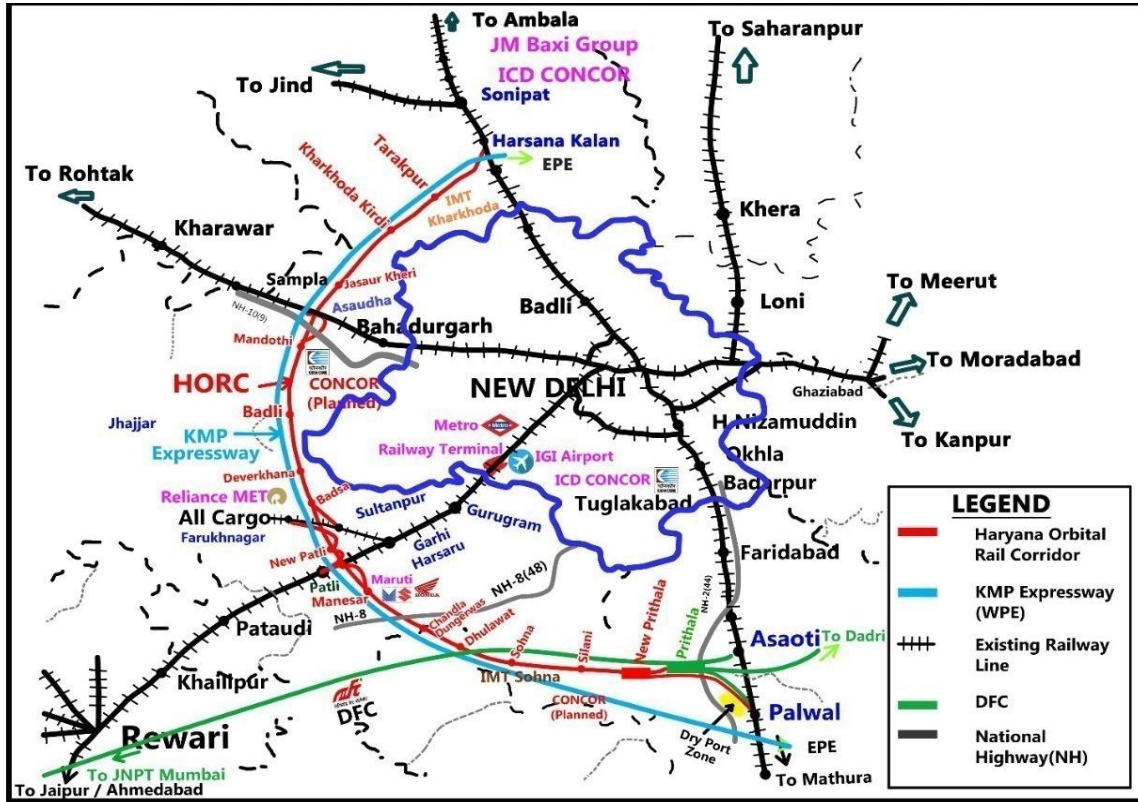
			MoEF&CC). Familiarity with MDB safeguards requirements.	
3.	Social Specialist	1	<p>a) Masters (Post-Graduate) degree or equivalent in technical subjects such as Social Welfare / Sociology/ Political Science/ Psychology/ Geography/ Anthropology/ Economics/Environmental Economics/ Urban Planning/Regional Planning/ Environmental Planning, Developmental Sciences Rural Development and Management - rural economics/ Economic Sociology/ Demographic Studies, Social Science and the like from a UGC /AICTE recognized university/ institution, Diplomas/Post Graduate Diploma conferred by institutions' like the Indian Institute of Social Welfare and Business Management (IISWBM), Institute of Rural Management; AICTE recognized institution with minimum 10 years of experience in large infrastructure projects/ similar assignments.</p> <p>b) Experience of minimum 5 nos. RAP/ SIA assignments which are accepted by the concern funding agencies in railway/ transport / metro rail projects</p> <p>c) Familiarity with MDB safeguards requirements.</p>	>=10 years
4.	Social Expert	1	<p>a) Bachelors in Sociology/ Social Work/ Economics/ Development Study or equivalent in technical subjects such as Social Welfare / Sociology/ Political Science/ Psychology/ Geography/ Anthropology/ Economics/ Urban Planning/Regional Planning, Developmental Sciences Rural Development and Management - rural economics/ Economic Sociology/ Demographic Studies, Social Science and the like from a UGC /AICTE recognized university/ institution, Diplomas/Post</p>	>=5 years

			<p>Graduate Diploma conferred by institutions' like the Institute of. Social Welfare and Business Management (USWBM), Institute of Rural Management; AICTE recognized institution with min 5 years of experience</p> <p>b) Experience of undertaking minimum 5 nos. SIA assignments</p> <p>c) Experience of undertaking survey, collection of record, conducting public consultations and data analysis etc.</p> <p>d) Familiarity with MDB safeguards requirements.</p>	
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In addition to above, the consultant shall deploy adequate numbers of other experts/ surveyors to oversee the field work to be carried out by experienced personnel and do coordination with various stakeholders & Govt. departments to meet the project timeline. Consultant shall provide a detailed methodology/workplan with details of manpower deployment and CVs of all team members for approval by employer.

Annexure-A

Haryana Orbital Rail Corridor (HORC)- Alignment



## **Annexure-B**

### Indicative structure of Environmental Impact Assessment Report

#### **Executive Summary**

Executive summary shall be synopsis of the EIA report covering brief but sufficient details of all the chapters of the EIA report. Include the key environmental and social impacts of the project and a brief description of the consultations conducted. Executive summary shall be prepared as per acceptance by the AIIB. This is the section which needs to be translated in the local language for public disclosure.

#### **Chapter 1: Introduction**

This chapter contains the project background information terms of references, approach and methodology to conduct the study and structure of the report This chapter includes scoping results, including stakeholder identification and consultation plan

#### **Chapter 2: Project Description**

This Chapter includes the basis of coverage of EIA study, baseline, impact assessment etc. Descriptive maps representing main features along the project alignment is included here. In this section, basis of deciding Project alignment along with public utilities affected due to project are listed. Included also is the rationale or justification for project design (in lieu of Assessment of Project Alternatives)

#### **Chapter 3: Policy, Legal and Regulatory Framework**

This chapter will present all the applicable legislations and standards of GoI and requirements & applicability of the AIIB policies, International Commitments/Treaties

#### **Chapter4: Description of Environment (Baseline environmental data)**

This chapter should cover the environmental baseline data and cultural resources in the project area and study area.

#### **Chapter 5: Anticipated Environmental Impact and Mitigation Measures**

This chapter should cover the anticipated impact on the environment and mitigation measures. Impacts to be assessed are the direct impacts, indirect impacts, cumulative impacts and induced impacts. It should give the details of the impact on the baseline parameters, both during the preconstruction, construction and operational phases and mitigation measures to be implemented by the proponent, cumulative impacts and residual impacts. Impact rating shall be done to understand the magnitude and significance of the each identified impact. Please refer to ESS 1 of the AIIB ESF for a full coverage of impacts that should be covered such as but not limited to Community Health and Safety, Biodiversity, Labor, Physical and Cultural Resources etc.

#### **Chapter 6: Stakeholder Consultations and Information Disclosure**

This chapter should start with the result for the stakeholder analysis and should cover the details and outcome of the consultations with stakeholders carried out as per guidelines of AIIB. Also includes a consultation plan.

#### **Chapter 7: Grievance Redress Mechanism**

This section describes mechanisms to receive and facilitate the resolution of concerns and grievances related to environmental issues. It explains how the procedures are accessible to any aggrieved party/entity. Establishment of appropriate and accessible procedures appropriate to the project to address grievances of different stakeholders arising from implementation is also included in this section.

## **Chapter 8: Risk Assessment and Disaster Management Plan**

This chapter shall present the Risk assessment and disaster management plan prepared for the project addressing the risks/disaster, prevention, preparedness to handle and management of risks/disaster and institutional framework for implementation of disaster plan. This chapter should include proposal for proper COVID infection control such as providing sufficient space for distancing of passengers, adequate handwash facilities etc.

## **Chapter 9: Environmental Management and Monitoring Plan**

This chapter should comprehensively present the Environmental Management Plan (EMP), which includes the administrative and technical setup, summary matrix of EMP, the cost involved to implement the EMP, both during the construction and operational Phases. EMP should also be packaged according to the contracting arrangements to be decided by HRIDC.

## **Chapter 10: Summary, Conclusions & Recommendations**

This chapter forms the summary of the full EIA report. It should provide the overall justification for implementation of the project and should explain how the adverse effects are proposed to be mitigated.

## Annexure-C

Indicative structure of RAP is provided below:

1. **Executive Summary:** This section provides a concise statement of project scope, key survey findings, entitlements and recommended actions.
2. **Description of the project:** This section provides a general description of the project, discusses project components that result in land acquisition, involuntary resettlement, or both and identify the project area.
3. **Objectives and methodology followed for the study**
4. **Scope of Land Acquisition and Resettlement:** scope of land acquisition including associated facilities, resettlement impacts, loss, type and use of private structures; loss of livelihood; loss of community property, etc. This section:
  - (i) discusses the project's potential impacts, and includes maps of the areas or zone of impact of project components or activities;
  - (ii) describes the scope of land acquisition (provide maps) and explains why it is necessary for the main investment project;
  - (iii) summarizes the key effects in terms of assets acquired and displaced persons; and
  - (iv) provides details of any common property resources that will be acquired.
5. **Socio-economic profile project affected families:** This section outlines the results of the social impact assessment, the census survey, and other studies, with information and/or data disaggregated by gender, vulnerability, and other social groupings, including:
  - (i) define, identify, and enumerate the people and communities to be affected;
  - (ii) describe the likely impacts of land and asset acquisition on the people and communities affected taking social, cultural, and economic parameters into account;
  - (iii) discuss the project's impacts on the poor, indigenous and/or ethnic minorities, and other vulnerable groups; This may include among others discussion on the general socio-economic profile of displaced persons; categories of displaced persons; vulnerable households; annual income level of displaced households; educational status; occupational status; impact on scheduled tribes/caste (if any); impact on women, etc.and
  - (iv) identify gender and resettlement impacts, and the socioeconomic situation, impacts, needs, and priorities of women.
- (6)**Socio-economic profile/baseline of the project area (and impacts) ()**
- 7) **Legal and policy framework:** This section
  - (i) describes national and local laws and regulations that apply to the project and identify gaps between local laws and the Bank's policy requirements; and discuss how any gaps will be addressed. This will include the (i) Legislations relevant to land acquisition, resettlement and rehabilitation; (ii) AIIB's Environmental and Social Policy and Environment and Social Standard

2; (iii) A comparison between applicable national & state legislations vis-à-vis AIIB ESP and ESS, identification of gaps between the national & state legal provisions and AIIB's ESP; and gap filling measures, resettlement principles, definition, cut-off dates, criteria for determining their eligibility for compensation and other resettlement assistance, entitlement matrix (description of the packages of compensation and other resettlement measures that will assist each category of eligible persons), eligibility for compensation and other resettlement assistance, etc.

(ii) describes the legal and policy commitments from the executing agency for all types of displaced persons;

(iii) outlines the principles and methodologies used for determining valuations and compensation rates at replacement cost for assets, incomes, and livelihoods; and set out the compensation and assistance eligibility criteria and how and when compensation and assistance will be provided.

(iv) describes the land acquisition process and prepare a schedule for meeting key procedural requirements.

**8. Entitlements, Assistance and Benefits.** This section:

(i) defines displaced persons' entitlements and eligibility, cut off dates, and describes all resettlement assistance measures (includes an entitlement matrix);

(ii) specifies all assistance to vulnerable groups, including women, and other special groups; and.

(iii) outlines opportunities for affected persons to derive appropriate development benefits from the project.

**9. Relocation of Housing and Settlements.** This section:

(i) describes options for relocating housing and other structures, including replacement housing, replacement cash compensation, and/or self-selection (ensure that gender concerns and support to vulnerable groups are identified);

(ii) describes alternative relocation sites considered; community consultations conducted; and justification for selected sites, including details about location, environmental assessment of sites, and development needs;

(iii) provides timetables for site preparation and transfer;

(iv) describes the legal arrangements to regularize tenure and transfer titles to resettled persons;

(v) outlines measures to assist displaced persons with their transfer and establishment at new sites;

(vi) describes plans to provide civic infrastructure; and

(vii) explains how integration with host populations will be carried out.

**10. Income Restoration and Rehabilitation.** This section:

(i) identifies livelihood risks and prepare disaggregated tables based on demographic data and livelihood sources;

(ii) describes income restoration programs, including multiple options for restoring all types of livelihoods (examples include project benefit sharing, revenue sharing arrangements, joint stock for equity contributions such as land, discuss sustainability and safety nets);

(iii) outlines measures to provide social safety net through social insurance and/or project special funds;

(iv) describes special measures to support vulnerable groups;

(v) explains gender considerations; and

(vi) describes training programs.

**11. Resettlement budget and financing:** Description of methodology used for valuation of losses at replacement cost (i.e. land, buildings, trees and other assets), resettlement and rehabilitation assistance, compensation for common property resources, RAP implementation, Grievance redressal cost, monitoring and evaluation and source of funding. In particular:

(i) provides an itemized budget for all resettlement activities, including for the resettlement unit, staff training, monitoring and evaluation, and preparation of resettlement plans during loan implementation.

(ii) describes the flow of funds (the annual resettlement budget should show the budget-scheduled expenditure for key items).

- (iii) includes a justification for all assumptions made in calculating compensation rates and other cost estimates (taking into account both physical and cost contingencies), plus replacement costs.
- (iv) includes information about the source of funding for the resettlement plan budget.

12. **Institutional arrangements:** This section:

- (i) describes institutional arrangement responsibilities and mechanisms for carrying out the measures of the resettlement plan, ie each agency involved and their roles and responsibilities in RAP implementation including Project Implementation Unit (PIU) HRIDC, Project Management Consultant (PMC), Competent authority for land acquisition, arrangement for RAP implementation, external monitoring agency, and Grievance redressal mechanism.
- (ii) includes institutional capacity building program, if required;
- (iii) describes role of groups involved, and organizations of affected persons in resettlement planning and management; and
- (iv) describes how women's or other community groups will be involved in resettlement planning and management.

13. **Implementation schedule:** An implementation schedule covering all resettlement and rehabilitation activities from preparation through implementation, including target dates for the achievement of expected benefits to resettlers and terminating the various forms of assistance. The implementation schedule should cover all aspects of resettlement activities synchronized with the project schedule of civil works construction, and provide land acquisition process and timeline.

14. **Stakeholder consultation and Information Disclosure:** A summary of the results of consultation with project affected persons, and others that was carried out during project preparation and that led to broad community support for the project; describing methods of consultation and methods of project information disclosure, plan for continued consultation during RAP implementation. In particular, this section:

- (i) identifies project stakeholders, especially primary stakeholders;
- (ii) describes the consultation and participation mechanisms to be used during the different stages of the project cycle. (iii) describes the activities undertaken to disseminate project and resettlement information during project design and preparation for engaging stakeholders. ;
- (iv) summarizes the results of consultations with affected persons (including host communities), and discusses how concerns raised and recommendations made were addressed in the resettlement plan;
- (v) confirms disclosure of the draft resettlement plan to affected persons and includes arrangements to disclose any subsequent plans; and
- (vi) describes the planned information disclosure measures (including the type of information to be disseminated and the method of dissemination) and the process for consultation with affected persons during project implementation.

15. **Grievance redress mechanism:** This section describes mechanisms to receive and facilitate the resolution of affected persons' concerns and grievances. It explains how the procedures are accessible to affected persons and gender sensitive. Establishment of appropriate and accessible procedures appropriate to the project to address grievances by the project affected persons and communities arising from implementation.

16. **Monitoring, evaluation, and reporting:** This section describes the mechanisms and benchmarks appropriate to the project for monitoring and evaluating the implementation of the resettlement action plan. It specifies arrangements for participation of affected persons in the monitoring process. This section will also describe reporting procedures. As this is expected to be a Category A project, a third party monitoring and assessment of RAP implementation is required.



## Annexure-D

### Abbreviations

AICTE	All India Council for Technical Education
AIB	Asian Infrastructure Investment Bank
AQ	Air Quality Monitoring and Prediction
ASI	Archaeological Survey of India
BG	Broad Gauge
BOQ	Bill of Quantities
BPL	Below Poverty Line
BSES	Baseline Socio-Economic Survey
CAD	Computer Aided Design
CGWB	Central Ground Water Board
CPCB	Central Pollution Control Boards
CPR	Common Public Resource
CSR	Corporate Social Responsibility
CV	Curriculum vitae
EIA	Environment Impact Assessment
EB	Ecology and Biodiversity
EHS	Environment Health and Safety
EMF	Environment Management Framework
EMoP	Environment Monitoring Plan
EMP	Environment Management Plan
EPA	Environmental Protected Area
ESF	Environment & Social Framework
ESIA	Environment & Social Impact Assessment
ESMP	Environmental and Social Management Plan
ESP	Environment and Social Policy
ESS	Environment and Social Standards
ESZ	Environmental Sensitive Zone
FIS	Field Information Survey
FGDs	Focused Group Discussions
GIS	Geographical information System
GoI	Government of India
GPS	Global Positioning System
HG	Hydro-geology
HORC	Haryana Orbital Rail Corridor
HRIDC	Haryana Rail Infrastructure Development Corporation
IISWBM	Indian Institute of Social Welfare & Business Management
IPP	Indigenous Population Plan
IR	Inception Report
KMZ	Keyhole Markup Zipped
LU	Land Use
LA	Land Acquisition
MoEF&CC	Ministry of Environment, Forest and Climate Change
MoR	Ministry of Railways
NABET	National Accreditation Board for Education and Training
NBWL	National Board of Wildlife

NGO	Non-Profit Government Organisation
NOC	No Objection Certificate
NRRP	National Resettlement and Rehabilitation Policy
NV	Noise & Vibration
PAF	Project Affected Families
PAH	Project Affected Households
PAP	Project Affected People
PESA	Panchayats (Extension to the Scheduled Areas) Act
QCI	Quality Council of India
R&R	Rehabilitation & Resettlement
RAP	Rehabilitation Action Plan
RET	Rare Endangered and Threatened
RFCT LARR	Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act
ROB	Road Over Bridge
RoW	Right of Way
RPF	Resettlement Policy Framework
RUB	Road Under Bridge
SBWL	State Board of Wildlife
SCs/STs	Scheduled Castes/Scheduled Tribes
SHW	Solid and Hazardous Waste
SIA	Social Impact Assessment
SMF	Social Management Framework
ToR	Terms of Reference
UGC	University Grants Commission
WP	Water Pollution Prevention and Management

## SECTION VII: CERTIFICATION OF FAMILIARIZATION

## **Certificate of familiarization**

- A.** I/We hereby solemnly declare that I/We have visited the site/place of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a)** Topography of the Area.
  - b)** Soil conditions at the site of work.
  - c)** Sources & availability of Construction material.
  - d)** Borrow areas of earth.
  - e)** Rates for construction materials.
  - f)** Availability of local labour, both skilled and unskilled and the prevailing labour rates.
  - g)** Availability of water & electricity.
  - h)** The existing roads and access to the site of work.
  - i)** Availability of space for putting labour camps. Officers, stores, godown, sheds engineering yards etc.
  - j)** Climatic condition and availability of working days.
  - k)** Prevailing all taxes, duties etc.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this bid document comprising Instructions to the Bidders, General Conditions of the Contract, Special Conditions of Contracts and Special Technical Specifications/ Conditions of contract apart from information conveyed to me/us through various other provisions in this bid document.
- C.** I/We have quoted my/ our rates as 'Percentage above / below / at par' and quoted in figure and words, as per Rates and Quantities (BOQ), in BID taking into account all the factors given above.

**(Signature of Bidder/s)**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## SECTION VIII: BILL OF QUANTITIES

## Bill of Quantities (BOQ)

<b>Items of Work</b>	<b>Unit</b>	<b>Quantity (Km)</b>	<b>Rate (INR)</b>	<b>Estimated Cost* (INR)</b>
To carry out Environment & Social Impact Assessment (ESIA) Study including preparation & submission of report in connection with Haryana Orbital Rail Corridor (HORC) project (143.93 Km) from Palwal to Sonipat including connections to the existing railway network	Route Km	143.932	16971.97/-	24,42,809.59

\* Amount exclusive of GST

**Name of work: - To carry out Environment & Social Impact Assessment (ESIA) Study including preparation & submission of report in connection with Haryana Orbital Rail Corridor (HORC) project (143.93 Km) from Palwal to Sonipat including connections to the existing railway network.**

**OFFER SHEET**

I/We offer and agree to execute the work as per specifications, rate, terms and conditions of this tender at the following rates.

Date of opening:

S. N.	Total estimated Value for the tender	Rate to be quoted by tenderer (s) in percentage above/ below/at par on the total estimated value specified in adjacent column (In figures & words)
1	<b>Rs.24,42,809.59/-</b> (Rupees Twenty four lakhs forty two Thousand eight hundred nine rupees and fifty nine paisa only.)	.....% Above/ below /at par the total estimated value for the tender –(In figures) ..... .....% Above /below/at par the total estimated value for the tender (In words).

Note:-

- 1) Only one single percentage above/below/at par the on total estimated value for the tender shall be quoted by the tenderer and any tenderer quoting rates other than single percentage shall be summarily rejected.
- 2) In case of discrepancy between rate quoted in figures and words, the rate quoted in words shall be taken into account. "Rates quoted only in figure shall not be considered".

Signature of Tenderer

## SECTION IX: GENERAL CONDITIONS OF CONTRACT



## **General Conditions of Contract (GCC)**

1. HRIDC's General Condition of Contract shall be followed and will be a part of the Contract
2. Additional definitions mentioned in these tender documents elsewhere will be followed for GCC
3. In case of any ambiguity in any definition, the decision of HRIDC regarding the interpretation shall be final and binding.
4. Wherever there is conflict in any condition between General Conditions of Contract (GCC) and Special conditions of Contract (SCC) mentioned in the tender documents, the conditions mentioned the Special conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.

GENERAL CONDITIONS OF CONTRACT – INDEX

<b>CLAUSE No.</b>	<b>DESCRIPTION</b>
1.0	DEFINITIONS
2.0	HEADING AND MARGINAL NOTES
3.0	SINGULAR, PLURAL AND GENERAL
4.0	COMMUNICATION AND LANGUAGE OF CONTRACT
5.0	LAWS GOVERNING THE CONTRACT
6.0	INSPECTION OF SITE AND SITE DATA
7.0	CONTRACTOR'S UNDERSTANDING
8.0	PERFORMANCE SECURITY & RETENTION MONEY
9.0	INSURANCE
10.0	COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR
11.0	DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE
12.0	GENERAL OBLIGATIONS OF THE CONTRACTOR
13.0	SUBCONTRACTING
14.0	PROVISIONS OF EFFICIENT AND COMPETENT STAFF
15.0	PROGRAMME OF WORK
16.0	COMMENCEMENT OF WORK
17.0	ACCESS TO SITE OF WORK
18.0	SETTING OUT
19.0	TEMPORARY WORKS
20.0	SPECIFICATIONS AND DRAWINGS
21.0	INDEMNITY BY THE CONTRACTOR
22.0	DAMAGE TO LIFE AND PROPERTY
23.0	SAFETY OF PUBLIC AND PUBLIC UTILITIES
24.0	OTHER SAFETY PROVISIONS
25.0	PROTECTION OF ENVIRONMENT
26.0	CARE OF WORKS
27.0	USE OF EXPLOSIVES
28.0	OCCUPATION AND USE OF LAND
29.0	EXCAVATED MATERIALS
30.0	RELICS AND TREASURES
31.0	CO-OPERATION WITH OTHER CONTRACTORS
32.0	WORK DURING NIGHT
33.0	SHEDS, STORES, YARDS
34.0	ENGINEER'S MATERIALS
35.0	TOOLS, PLANTS AND EQUIPMENT
36.0	PLANT AND MATERIALS OF THE CONTRACTOR
37.0	CONTRACTOR TO KEEP SITE CLEAR
38.0	HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
39.0	ENGAGEMENT OF LABOUR
40.0	WAGES OF LABOUR
41.0	REPORTING OF ACCIDENTS INVOLVING LABOUR
42.0	SUPPLY OF WATER AND ELECTRIC POWER

<b>43.0</b>	REPAIR TO DAMAGES
<b>44.0</b>	IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM
<b>45.0</b>	MATERIALS AND WORKMANSHIP
<b>46.0</b>	REMOVAL OF IMPROPER MATERIALS AND WORKS
<b>47.0</b>	EXAMINATION OF WORK BEFORE COVERING UP
<b>48.0</b>	SUSPENSION OF WORKS ORDERED BY THE ENGINEER
<b>49.0</b>	DELAY AND EXTENSION OF CONTRACT PERIOD
<b>50.0</b>	DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT
<b>51.0</b>	DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT
<b>52.0</b>	DEATH OF CONTRACTOR/PARTNER
<b>53.0</b>	EMPLOYMENT OF RETIRED OFFICERS/ ENGINEER OF EMPLOYER/ ENGINEER
<b>54.0</b>	MODIFICATION TO CONTRACT
<b>55.0</b>	MODIFICATIONS TO WORK
<b>56.0</b>	RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE
<b>57.0</b>	ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK
<b>58.0</b>	VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES
<b>59.0</b>	ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES
<b>60.0</b>	LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS
<b>61.0</b>	MEASUREMENTS OF WORK AND PAYMENTS
<b>62.0</b>	ON ACCOUNT PAYMENTS
<b>63.0</b>	FINAL MEASUREMENTS AND PAYMENTS
<b>64.0</b>	MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE
<b>65.0</b>	COMPLETION CERTIFICATE
<b>66.0</b>	CLEARANCE OF SITE ON COMPLETION
<b>67.0</b>	POST PAYMENT AUDIT
<b>68.0</b>	DEFECT LIABILITY CERTIFICATE
<b>69.0</b>	UNFULFILLED OBLIGATIONS
<b>70.0</b>	PRODUCTION OF VOUCHERS
<b>71.0</b>	FORCE MAJEURE
<b>72.0</b>	CLAIMS
<b>73.0</b>	SETTLEMENT OF DISPUTES
<b>ANN-I</b>	FORMAT OF AGREEMENT
<b>ANN-II</b>	FORMAT OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
<b>ANN-III</b>	FORMAT OF BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY

## GENERAL CONDITIONS OF CONTRACT

### 1) DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

"Client or Principal Employer/Employer or Owner" HARYANA RAIL INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED, A JV of Ministry of Railways and Govt. of Haryana (HRIDC in abbreviation) acting through its Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.

"Engineer or Engineer in Charge" means the Project Head of HRIDC (Employer) or any other officer authorized by the Employer to act on his behalf and for the purpose of operating the contract.

"Engineer's Representative" means any official nominated from time to time by the Engineer to act on his behalf.

"Contractor" means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.

"Contractor's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.

"Sub-Contractor" means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.

"Other Contractors" means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.

"Tenderer or Bidder" means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.

"Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.

"Contract" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.

"Tender or Bid" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.

"Specifications" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.

"Drawings" means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.

"Bill of Quantities (BOQ)" means list of items of work, their quantities and rates.

"Original Contract Value" means the sum stated in the letter of Acceptance/Contract Agreement.

"Contract Value" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.

"Temporary Works" means all enabling works of every kind required for the execution of the works.

"Permanent Work(s)/ Work(s)" means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.

"Construction Plant" means all machinery, appliances or things of whatsoever nature required for the execution, completion and maintenance of the works, but does not include material or other things intended to form or forming part of the permanent works.

"Site" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Engineer for the purpose of the Contract.

"Material/s" means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.

"Test" means such tests as prescribed in the Contract or by the Engineer or Engineer's Representatives, whether performed by the Contractor or by the Engineer or his Representative, or any agency approved by the Engineer.

"Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.

"Defect Liability Period" means the specified period of defects liability from the date of completion of the work as certified by the Engineer.

"Letter of Acceptance" means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.

"Month" means the Gregorian calendar month.

"Day" means the calendar day.

"Time" expressed by hours of the clock shall be according to the Indian Standard time.

"Tender Date" means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.

"Rupees"(or Rs. Or ` in abbreviation) shall mean Rupees in Indian currency.

## **2) HEADING AND MARGINAL NOTES**

The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

Notices, consents, Approvals, Certificates and Determination.

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

## **3) SINGULAR, PLURAL AND GENERAL**

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

## **4) COMMUNICATION AND LANGUAGE OF CONTRACT**

Communication to be in writing

**4.1** All notices, communications, references and complaints by either party to the Contract shall be in writing in English or Hindi. Communication from only authorised representative of the Contractor shall be entertained.

**4.2** Language of Contract

The Contract document shall be drawn up in English.

## **5) LAWS GOVERNING THE CONTRACT**

The Contract shall be governed by the laws in force in India.

## **6) INSPECTION OF SITE AND SITE DATA:**

The Employer/Engineer shall make available with Tender Documents such data on hydrological and sub-surface conditions, if any, obtained from investigations undertaken relevant to the works. The tender shall be deemed to have been based on such data, if provided, but the Contractor shall be responsible for his own interpretation of all such data.

The Contractor shall be deemed to have inspected and examined the site and information available in connection therewith and to have satisfied himself fully before submitting his bid about the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require. He shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the contract.

## 7) CONTRACTOR'S UNDERSTANDING

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

## 8) PERFORMANCE SECURITY & RETENTION MONEY

For contracts valuing upto Rs.10 lacs, no performance security shall be required to be submitted by the Contractor.

Performance Security for Contracts valuing more than Rs. 10 lacs:

The successful bidder shall submit a Performance Guarantee (PG) in the form of irrevocable bank guarantee on the proforma annexed as Annexure-II from any Scheduled Bank for an amount of 5% (Five percent) of the contract value. The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value should be deposited by the contractor.

Alternatively, the performance security can be furnished by the Contractor in the form of Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer.

The successful bidders, who choose to submit FDR as performance Guarantee, should avail the facility of auto-renewal at the time of placement of initial deposit, in order to avoid loss of interest after maturity of the FDR. HRIDC will not be responsible for any loss of interest if the contractor does not opt for auto renewal facility. No claim on this account will be entertained.

PG shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 28 days after the issue of LOA and the PG shall also be submitted within this time limit. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contract or shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

No payment under the contract shall be made to the Contractor before receipt of performance security.

Failure of the successful tenderer to furnish the required performance security shall be a ground for the annulment of the award of the Contract and forfeiture of the Earnest Money Deposit.

#### Retention Money:

Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill after adjusting Earnest Money Deposit (EMD) amount till the amount so recovered including EMD amount adds upto 5% of the contract value of the work.

No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

#### Release of Performance Security:

Performance Security shall be returned to the Contractor, subject to the issue of Completion Certificate by the Engineer in accordance with clause 65 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected during the defect liability period specified in the Contract.

Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Security shall be cashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

The Engineer shall not make a claim under the Performance Guarantee (PG) except for amounts to which HRIDC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

1. Failure by the contractor to extend the validity of the PG as described herein above, in which event the Engineer may claim the full amount of the PG.
2. Failure by the contractor to pay HRIDC any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
3. The contract being determined or rescinded under provision of the GCC the PG shall be forfeited in full and shall be absolutely at the disposal of the Engineer.

#### Release of Retention Money:

- i) The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Engineer shall have issued the Certificate of Completion comprising the whole of works. The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Engineer and Defect Liability certificate is issued by the Engineer.
- ii) Release of 50% Retention Money against Bank Guarantee/FDR:



**a)** For contracts valuing less than Rs.30 Crores:

If requested by the contractor, 50% of the Retention Money may be released on satisfactory completion of works against submission of Bank Guarantee for an equivalent amount by the Contractor in the performa annexed as Annexure-III from any scheduled Bank in India. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money.

**b)** For contracts valuing 30 Crores or more:

If requested by the contractor, 50% of the Retention Money may be released at a stage when full amount of retention money (i.e. 5% of the contract value) has been recovered

at the stage when not less than 50% financial progress has been achieved against submission of Bank Guarantee for an equivalent amount by the Contractor in the performa annexed as Annexure-III from any Scheduled Bank in India. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period.

Where different defect liability periods are applicable to different parts of the works, the expression - "expiration of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.

## **9) INSURANCE**

Depending on the nature of work, Contractor's All Risk (CAR) shall be obtained by Employer/Engineer at his own cost as per the requirement. Employer/Engineer may take necessary add on covers and voluntary excess specified elsewhere in the contract, which shall be binding on the Contractor. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

Contractor's claims, if any, shall be entertained within the scope of Insurance policy taken by Employer/Engineer. This will be subject to:-

Risk covered and voluntary excess selected by Employer/Engineer.

Claims on realisation shall be passed to the Contractor according to value of the claims accepted by the insurance company for his damaged portion of work after deducting 15% towards services rendered by Employer/Engineer for processing the claim(s). The amount so disbursed to the Contractor(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the Employer/Engineer.

Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:

Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.

Construction Plant, Machinery and Equipment brought to site by the Contractor.

Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer/Engineer before commencement of work at site that the insurances required under the contract have been affected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

## **10) COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR**

Instructions in writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Client as confirmed in writing by the Engineer.

All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorized representative, or delivered or left at or posted by speed post/ registered post to the given address of the Contractor or Contractor's registered office or principal place of business and essentially delivering the same by e-mail to the Engineer duly attached with scanned copy of such

certificates, notices, written orders or letters and Proof of Dispatch (POD) with a copy to Employer on nominated e-mail address. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

The contractor shall furnish his postal address/ registered office address and e-mail address for communication.

#### Notices to Employer and Engineer

All notices or letters to be given by the contractor to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses and essentially delivering the same by e-mail to the Engineer duly attached with scanned copy of such notice (s) or letters and Proof of Dispatch (POD) with a copy to Employer on nominated e-mail address..

#### Change of Address

Either party may change the nominated address by prior written notice to the other party. However, either party shall not change their e-mail address during currency of the contract without obtaining prior obtaining mutual consent for doing so.

#### Change in constitution of Firm

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Engineer and the Employer.

### **11) DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE**

#### Duties and Authority of Engineer

The Engineer shall carryout the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance/administration of the Contract and expeditious and timely completion of the work.

#### Duties and authority of Engineer's Representative

The Engineer's Representative shall be responsible to the Engineer. His duties are to supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He can issue day to day instructions to the Contractor in Site Order Book, which should be noted and complied by the Contractor. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the works. He is authorised to measure the works for the purpose of payment.

### **12) GENERAL OBLIGATIONS OF THE CONTRACTOR**

#### General Responsibility of the Contractor

The Contractor shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Engineer or his Representative.

#### Site Operations and Methods of Construction:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction. Provided that the Contractor shall not be responsible for the design and specifications of Permanent works or for the design or specifications of any temporary works provided by the Engineer. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Engineer.

#### Appraisal of Errors / Omissions in the Drawings:

The Contractor shall promptly inform in writing to the Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

#### Compliance with Regulations and Bye-laws:

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Engineer/Employer/Client.

#### Contract Agreement:

The Contractor shall enter into and execute the Contract Agreement in the form of agreement (Annexure-I) within 28 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Contractor.

#### Contractor's Representative

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall, on receiving a reasonable notice, present himself to the Engineer, Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action under clause 50.0.

### **13) SUBCONTRACTING**

The Contractor shall not subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.

Provided that the Contractor shall not be required to obtain such consent for

The provision of labour, or

The purchase of materials which are in accordance with the specifications/standards specified in the Contract, or

The subcontracting of any part of the works for which the subcontractor is named in the contract.

The purchase of Plants and Equipment for execution of the works.

The hiring of Plants and Equipment for execution of the works.

Any breach of the above conditions shall entitle the Employer/Engineer to rescind the contract.

Provided always that execution of specific works by petty contractors, or on piecework basis, under the personal supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

### **14) PROVISIONS OF EFFICIENT AND COMPETENT STAFF**

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the Engineer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

### **15) PROGRAMME OF WORK**

The Contractor shall submit the programme for completion of work to the Engineer for his approval within 15 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of equipment proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of work as desired by the Engineer. The submission and approval of such

programme shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

## **16) COMMENCEMENT OF WORK**

The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

## **17) ACCESS TO SITE OF WORK**

### **Access to Engineer**

The Engineer or the Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

### **Access Road**

The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.

## **18) SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the Engineer, shall at once rectify such error, to the satisfaction of the Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

## **19) TEMPORARY WORKS**

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Engineer at least 30 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.

When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the

Engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

## **20) SPECIFICATIONS AND DRAWINGS**

The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Client/Employer/Engineer or his Representative at all reasonable times. Any specification& drawing shall not be used on any other work or communicated to a third party by the Contractor.

### **Adherence to Specifications and Drawings**

The work shall be executed in perfect conformity with the specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to theEmployer/Engineer. The term drawings in this sub-clause also include the drawings prepared by the Contractor and approved by the Engineer.

### **Meaning& Intent of Specifications and Drawings**

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Engineer thereon shall be final and binding.

## **21) INDEMNITY BY THE CONTRACTOR**

### **21.1 Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Engineer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/Employer/Engineer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

### **Indemnity against all Claims of Patent rights and Royalties**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required

for the works and due fulfilment of the contract and indemnify Client/Employer/Engineer against any claims in this regard.

## **22) DAMAGE TO LIFE AND PROPERTY:**

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/ Employer/ Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

## **23) SAFETY OF PUBLIC AND PUBLIC UTILITIES**

- i)** Existing road or water courses or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensation claimed by any Department/Organisation for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.
- ii)** During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical and Telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as prescribed by the Engineer for the regulation of traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.
- iii)** The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the Engineer, be necessary to comply with the regulations applying to the work and to ensure safety.
- iv)** Should the Contractor fail to implement the provisions as required in the above sub-clauses, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

## **24) OTHER SAFETY PROVISIONS**

### **24.1 Safety of Labour and others**

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

### **24.2 Safety of works**

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Engineer for



the protection of the works or for safety and convenience of those employed on works or of the public.

**24.3** Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.

**24.4** Recovery of the cost from the Contractor

Should the Contractor fail to implement the provisions as required in the preceding sub-clauses 24.1& 24.2, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

## **25) PROTECTION OF ENVIRONMENT**

During execution of works, the Contractor and his sub-contractors, petty contractors shall abide at all times by all existing enactments on environmental protections and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulation that may be issued in this respect in future by the State or Central Government or local authority. Salient features of some of the laws that are applicable are given below:-

- i)** The Water (Prevention and Control of Pollution) Act, 1974: This provides for the prevention and control of water pollution and maintaining and restoring of wholesomeness of water. "Pollution" means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- ii)** The Air (Prevention and Control of Pollution) Act, 1981: This provides for prevention, control and abatement of air pollution. "Air Pollution" means the presence in the atmosphere of any "air pollutant", which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- iii)** The Environment (Protection) Act, 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.
- iv)** The Public Liability Insurance Act, 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

## **26) CARE OF WORKS**

From the commencement of the work until completion, acceptance and final takeover of the works by the Engineer, the Contractor shall take full responsibility for the care of all works including temporary works. In case any damage, loss or injury happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions.

## **27) USE OF EXPLOSIVES**

Explosives shall not be used on the works or site by the Contractor without the written permission of the Engineer and only in the manner and to the extent such permission is given. When explosives are required for works they shall be stored in a special magazine, to be provided by the Contractor at his own cost, in accordance with the provisions of law on Explosives. The Contractor shall take all precautions in using the explosives and prevent damage to nearby properties and utilities. The Contractor shall also obtain necessary license for the storage and the use of explosives from the concerned authorities. All operations in which or for which explosives are used shall be at the risk and responsibility of the Contractor and the Contractor shall indemnify the Client/Employer/Engineer and their employees in respect thereof.

## **28) OCCUPATION AND USE OF LAND**

No land belonging to or in the possession of the Client/Employer/Engineer shall be occupied by the Contractor without written permission of the Engineer. The Contractor shall not use, or allow the site to be used for any purpose other than that of executing the works.

## **29) EXCAVATED MATERIALS**

The Contractor shall not use, sell or otherwise dispose off, or remove, except for the purpose of this Contract sand, clay, ballast, earth, rock or any other substance or materials, which may be obtained from any excavation made. All such items shall be the property of the Client. The Contractor may be permitted by the Engineer to use the same for the purpose of works on mutually agreed payment terms.

## **30) RELICS AND TREASURES**

All gold, silver, coins, oil and other minerals of any description, and precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the Client and the Contractor shall duly preserve the same to the satisfaction of the Engineer, and from time to time deliver the same to such person or persons, as the Client/Engineer may appoint to receive the same.

## **31) CO-OPERATION WITH OTHER CONTRACTORS**

The Contractor shall in accordance with the requirements of the Engineer, cooperate with and afford all reasonable opportunities for carrying out the work by other Contractors engaged by the Client/Employer/Engineer or any other Authority.

### **32) WORK DURING NIGHT**

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. No increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

### **33) SHEDS, STORES, YARDS**

The Contractor shall at his own expense provide and maintain sheds, store-houses and yards at such locations and in such numbers as in the opinion of the Engineer are necessary for carrying out the works. The Engineer and the Engineer's representatives shall have free access to the said sheds, storehouses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the Engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the sheds, storehouses or yards by the Contractor.

### **34) ENGINEER'S MATERIALS**

#### **34.1 Materials to be supplied by the Engineer**

After the acceptance of tender, the Contractor shall make request in writing to the Engineer for the materials to be supplied by the Engineer, if any, in accordance with the approved programme for execution of works.

#### **34.2 Cost to be borne by Contractor**

The materials shall be issued to the Contractor at the Engineer's depots or near the project site. The Contractor shall bear the cost of loading, transporting to site, unloading, storing safely under cover, as required.

#### **34.3 Return of surplus materials**

All surplus materials issued to the Contractor by the Engineer for use, incorporation or fixing in the works (including preparatory works, if any) shall, on completion of or before closure of works, be returned by the Contractor at his expense. However, the materials considered unserviceable by the Engineer shall not be taken back.

#### **34.4 Credit for returned materials**

Surplus materials returned by the Contractor in acceptable condition to the Engineer shall be credited to the Contractor by the Engineer.

**34.5** Accountable of the materials issued by the Engineer including recovery etc. shall be in accordance with the Special Conditions of Contract.

### **35) TOOLS, PLANT AND EQUIPMENT**

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution and completion of all works to the entire satisfaction of the Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.

### **36) PLANT AND MATERIALS OF THE CONTRACTOR**

**36.1** Contractor's plant/materials at site to be exclusive to the work

All constructional plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Engineer till completion of work or part of work.

**36.2** Removal of constructional plant/materials from site

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

**36.3** Loss or damage to constructional plant/materials

The Employer/Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

**36.4** Assistance to Contractor for re-export of plant

In respect of any constructional plant which the Contractor shall have imported for the purposes of the works, the Employer/Engineer may assist the Contractor, where required in procuring any necessary government consent for re-export of such constructional plant by the Contractor after the completion of the works.

**36.5** Assistance to Contractor for customs clearance

The Employer/Engineer may assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, material and other things required for the works. This shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

### **37) CONTRACTOR TO KEEP SITE CLEAR**

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

### **38) HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

No quarters shall be provided by the Employer/Engineer for the accommodation of Contractor or any of his staff employed on works.

#### **Provision of labour Camp**

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed on the work, directly or through petty Contractors or sub-Contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. All camp sites shall be maintained in clean and good sanitary conditions, by the Contractor, at his own cost.

#### **Compliance with Rules for employment of labour**

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

#### **Medical facilities at site**

The Contractor shall, at his own cost, provide first aid and medical facilities at site as may be prescribed by the Engineer.

#### **Use of Intoxicants**

No sale of alcoholic drinks and/or intoxicating drinks or drugs shall be permitted by the Contractor at or near the site. The Contractor shall also ensure that no labour or employee is permitted to work at the site in an intoxicated state or under the influence of any drugs or drinks.

### **39) ENGAGEMENT OF LABOUR**

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the contract.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

### **40) WAGES OF LABOUR**

#### **40.1 Wages under relevant laws**

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as -

Workmen's Compensation Act, 1923  
Payment of Gratuity Act, 1972  
Employees Provident Funds and Miscellaneous Provisions Act, 1952  
Maternity Benefits Act, 1951  
Contract Labour (Regulations and Abolition) Act, 1970  
Minimum Wages Act 1948  
Payment of Wages Act 1936  
Equal Remuneration Act 1979  
Payment of Bonus Act 1965  
Industrial Dispute Act 1947  
Industrial Employment (Standing Orders) Act 1946  
Trade Union Act 1926  
Child Labour (Prohibition and Regulation) Act 1986  
Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979

The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996. The Factories Act 1948.

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter-alia the following:

Wages paid are not less than those prescribed.

Wages and other dues are paid regularly and in time.

Liens/licenses are obtained as required under any of the acts or regulations.

Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.

Take prompt action on any instructions / directions from the authorities under various labour laws.

#### **40.2 Claims on account of violation of labour laws**

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Engineer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the Engineer by the Contractor and on failure of the Contractor to repay the Engineer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Engineer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer. The Engineer shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the Engineer and the Contractor deposits the full cost that the Engineer may have to incur in contesting the case.

#### **41) REPORTING OF ACCIDENTS INVOLVING LABOUR**

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Engineer or the Engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Engineer advised of

the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

#### **42) SUPPLY OF WATER AND ELECTRIC POWER**

Unless otherwise provided elsewhere in the Contract, the Contractor shall be responsible for making arrangements at his own cost to obtain supply of water and/or electrical power, necessary for execution of the works and during defect liability period. In the event the Engineer is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the Engineer's distribution system and laying of necessary pipe line, specials, valves, meters etc. for water supply or the laying of underground/overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the Contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the Engineer. The decision of the Engineer on such cost shall be final and binding. Any increase in water/power tariff by supplying agencies shall also be borne by the Contractor.

#### **43) REPAIR TO DAMAGES**

The Contractor shall be responsible for rebuilding/repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Engineer/Client) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Engineer regarding reasons of the damage shall be final and binding.

#### **44) IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM**

Contractor shall provide and ensure the use of safety gadgets like Safety- shoes, helmets, gloves, jackets, mask etc. as required for all workers and staff. The Contractor shall provide and erect safety barricades as required, display safety posters and instructions regarding safety.

The Contractor shall prepare a Project Safety Manual and get it approved by the Project Head. The Contractor will own the ultimate responsibility of all aspects of Safety, Health and Environmental upkeep of the work place and its surroundings.

The Contractor will facilitate safety checks and checks on compliance to all the norms as per the Project Safety Manual by PH or the nominated Safety Officer at regular interval.

The Employer may, at their discretion undertake such corrective measures as deemed fit for immediate restoration of safe conditions at the work place at the cost of the Contractor and recover the cost from Contractor's running bills. The contractor will keep the Employer indemnified against any corrective action by the Employer. In addition to such recourse, the penalty for each violation will be enforced as under, without issuing any show cause notice for the same:-

S. N.	Nature of Violation	Penalty
<b>1.0</b>	Non preparation of Site Safety Plan before the first running bill.	Rs. 10,000/-
<b>2.0</b>	Violation of safety norms pointed out by inspecting officials, such as deficient documentations or safety gadgets or lack of supervision/ process control etc.	Rs.10,000/- for each violation subject to maximum 1%of the contract value in all.
<b>3.0</b>	Injury to worker leading to stoppage of work	Rs. 25,000/- for each case
<b>4.0</b>	Fatalities to workers at work related accidents	Rs. 5.0 Lakh for each mortality
<b>5.0</b>	Repetition of violation	May lead to termination of work

The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the Engineer.

The Contractor shall ensure maintenance and overhauling of all his plant and machinery as per guidelines issued by manufacturer/ vendor/ Engineer.

The Contractor shall arrange to provide test certificates issued by manufacturers of materials supplied by him and also arrange the testing of materials from approved laboratory at his own cost, as required and supply test certificates to the Engineer.

The Contractor shall provide work instructions/ check lists for proper execution of work. The Contractor shall also maintain all relevant records and documents properly and same shall be made available to the Engineer as required.

#### **45) MATERIALS AND WORKMANSHIP**

##### **45.1 Material and workmanship as per Specifications**

- i.** All materials and workmanship shall be as per the contract and in accordance with the Engineer's instructions and shall be subjected to such tests as the Engineer may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the Engineer.
- ii.** The sources of materials to be used in the works shall be intimated to the Engineer and are subject to his approval.

##### **45.2 Supply of sample**

All samples shall be supplied by the Contractor at his own cost.



### **45.3 Cost of tests of Materials and Workmanship**

The cost of carrying out any tests in a reputed laboratory as acceptable to the Engineer shall be borne by the Contractor except for the materials to be supplied by the Engineer.

### **46) REMOVAL OF IMPROPER MATERIALS AND WORKS**

- i.** The Engineer shall have the authority to order in writing from time to time:

The removal from site within specified time, of any material, which in the opinion of the Engineer, is not in accordance with the Specifications and Conditions of the Contract.

The substitution of defective material by approved quality material; and

The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the contract.

In case of default on the part of the Contractor in carrying out such order, the Engineer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

### **47) EXAMINATION OF WORK BEFORE COVERING UP**

No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the Engineer or Engineer's representative, the same shall be uncovered by the Contractor at his own cost.

### **48) SUSPENSION OF WORKS ORDERED BY THE ENGINEER**

The Contractor shall, on the order of the Engineer, suspend the works or any part thereof, for such time, and in such manner, as the Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

### **49) DELAY AND EXTENSION OF CONTRACT PERIOD**

The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Contractor.

As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

#### Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

#### Delays not due to Employer/Contractor.

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

Any force majeure event referred to in Clause 71.0 or

Delay on the part of other Contractors engaged directly by the Client/Employer, on whose progress the performance of the Contractor necessarily depends or any relevant order of court or

Any other event or occurrence which, according to the Engineer is not due to the Contractor's failure or fault, and is beyond his control;

The Engineer may grant such extensions of the completion period as in his opinion is reasonable.

#### **49.5** Delays due to Employer/Engineer.

In the event of any failure or delay by the Employer/Engineer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

#### **49.6** Delays due to Contractor and Liquidated Damages:

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

Without prejudice to any other right or remedy available to the Engineer, recover by way of liquidated damages and not as penalty, a sum equivalent to quarter of one percent (0.25%) of the contract value of the works, for each week or part of a week the Contractor is in default.

If the delay relates only to a portion of the works with a separate and earlier completion period, the contract value shall be restricted to the cost of that portion of the works only.

The recovery on account of compensation for delay shall be limited to 5% of the contract value of the works, or the portion of the works, as the case may be.

The recovery of such damages shall not relieve the Contractor from his obligation to complete the work or from any other obligation and liability under the contract.

**49.7** Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

**49.8** Time to continue to be treated as the essence of contract in spite of extension of time.

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

**50) DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT**

Conditions leading to determination of contract

If the Contractor

- a. becomes bankrupt or insolvent, or,
- b. makes arrangements with or assignment in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
- c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) ; or
- d. has execution levied on his goods or property or the works, or
- e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
- f. abandons the contract, or
- g. persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
- h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
- i. fails to remove materials from the site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or works have been condemned or rejected, or

- i fails to take steps to employ competent and/ or additional staff and labour, or
- j. fails to afford the Engineer or his representative proper facilities for inspecting the works or any part thereof,  
or  
promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
- a. suppresses or gives wrong information while submitting the tender.

In any such case the Engineer on behalf of the Employer may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the Engineer, the Employer shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole in terms of sub-clause no. 8.4(b) and 8.4(c).

- ii. In such a case of termination, the Employer/Engineer may adopt the following courses
  - a) Take possession of the site and any materials, constructional plants, equipment, stores, etc.
  - b) Measure up the balance work from which the Contractor has been removed, and get it completed by another Contractor. The manner and method, in which such work is to be completed, shall be entirely at the discretion of the Engineer whose decision shall be final and binding.
  - c) Carry out the balance work from which the Contractor has been removed, by the employment of the required labour, materials, plants and equipment and other resources.

Entitlement of Employer/Engineer:

In cases described in sub-clause 50.1 (ii) above, the Employer/Engineer shall be entitled to forfeit the Security Deposit and encash the Performance Security amount as a whole in terms of sub-clause no.: 8.4.

## **51) DETERMINATION OF CONTRACT ON EMPLOYER/ENGINEER'S ACCOUNT:**

The Employer/Engineer shall be entitled to determine the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works become necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of approved materials actually brought to the site and of work done up to date by the Contractor, shall be paid for in full by the Employer/Engineer, at rates

specified in the contract. If rates for any materials or items of work are not available in the contract, these shall be fixed by the Engineer in terms of clause 59.0.

In case of determination of contract on Employer/Engineer's account as described above, the claims of the Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer. The decision of the Employer/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

Plant, Equipment and tools as well as unutilized materials supplied by the Employer / Engineer to the Contractor shall be returned in acceptable conditions at Engineer's depot at Contractor's cost. The Engineer shall be entitled to recover the cost of unreturned Plant, Equipment and tools as well as unaccounted materials from the Contractor. The amount to be recovered from the Contractor shall be decided by the Engineer whose decision in this regard shall be final and binding. The Contractor shall have to pay back unrecovered portion of advances made to him, together with accrued interest there on. In case, the Contractor defaults, the Engineer shall recover the amounts from any payment due to the Contractor, or from the Performance Security or by encashing the Bank Guarantees given by the Contractor for securing the advances or for any other purpose. This is without prejudice to other remedies available to the Employer/Engineer.

## **52) DEATH OF CONTRACTOR/ PARTNER**

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer/Engineer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer/Engineer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

## **53) EMPLOYMENT OF RETIRED OFFICERS / ENGINEER OF EMPLOYER / ENGINEER**

No Officer/Engineer of the Employer is allowed to work as a Contractor or his employee for a period of two years after his retirement/resignation from the service of the Employer without the prior permission of the Employer.

## **54) MODIFICATION TO CONTRACT**

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer/Engineer and the Contractor or his authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer/Engineer unless and until the same are incorporated in a formal instrument and signed by the Employer/Engineer and the Contractor.

## **55) MODIFICATIONS TO WORK**

The Engineer shall be competent to order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of execution or use of materials for the execution thereof and to any additional works to be done or any work not to be done.

The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the Bill of Quantities, specifications and drawings, and the amount to be paid thereof shall be calculated in accordance with accepted rates and other extra items of works at the rates, determined as per contract. However, the rates of quantities exceeding 25% of those provided in Bill of Quantities shall be finalised as per clause 58 of these conditions.

## **56) RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE**

**56.1** The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also be deemed to include except specifically provided otherwise in the Contract:

All materials, labour, tools and plant, stores, centering, shuttering, etc.

Construction/Erection, maintenance and removal of all temporary works.

All watching, lighting, pumping and draining unless otherwise provided for.

- All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
- All sanitary and medical arrangements for labour camps.
- The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.

- Site clearance except specifically provided otherwise in the Contract.

**56.2** Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.

**56.3** All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as GST, , , Royalties, Cess, Octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. No additional amount shall be paid or claim be entertained on this account by Employer/Engineer.

**56.4** The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

## **57) ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK**

The rates as per the accepted Bill of quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

## **58) VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES**

**58.1** The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities.

**58.2** Such variations in quantities shall be paid for in the manner laid down below (other than Lumpsum items):

(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of foundation/geotechnical investigation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) The limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

## **59) ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES**

**59.1** If any item of work not provided for in the accepted Bill of Quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer, shall be bound to carry out such items of work at the rates to be decided as per sub-clause 59.2 and 59.3.

**59.2** The rate for such extra items shall be derived from rate for similar items available in the accepted Bill of Quantities.

**59.3** In case rates cannot be derived from the accepted Bill of Quantities, the rate may be worked out on the following basis:

Cost of materials and consumables at current market rates, as actually utilised in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.



Cost of labour required for the work.

Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.

An amount of 10% of items (a), (b) and (c) above to allow for Contractor's overheads, profits and other contingencies.

**59.4** In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.

Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 59.2 and 59.3 above and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

**59.5** Provisional payment for extra item

In case mutually agreeable settlement of rates is not arrived at between the Engineer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the Engineer. In the absence of a finalised rate for a new item, the Engineer shall be entitled to certify payment to the Contractor based on a provisional rate fixed by the Engineer for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalised by the Engineer for that item.

**59.6** The decision of the Engineer under this clause shall be final and binding.

## **60) LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or encashed by exercise of lien by the Client/ Employer/Engineer against any claim of the Client/ Employer/Engineer or any other branch, office department or subsidiary of the client/ Employer/Engineer in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the client/ Employer/Engineer or any other branch, office, department or subsidiary of the client/ Employer/Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the client/ Employer/Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

## **61) MEASUREMENTS OF WORK AND PAYMENTS**

### Measurements

The Contractor shall be paid for the works at rates in the accepted Bill of Quantities of the contract and extra items of work at rates determined under clause 59.0of these conditions. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorised representative.

### Measurement of work at regular intervals

The measurements of the work shall be taken in accordance with the contract during progress of work and at such intervals, as in the opinion of the Engineer or Engineer's Representative shall be proper, having regard to the progress of the work. On an agreed date and time, the Engineer or his Representative shall take the on account or final measurements in the presence of the Contractor or his authorised representative. The Engineer or his authorised representative shall sign the measurements, which shall also be signed by the Contractor or his authorised representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements inspite of notice to do so, the Engineer or his representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

### Measurement of works as per records and drawings

For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the Engineer or Engineer's representative for his scrutiny.

In case, there is a discrepancy in the measurements of work done and the measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed work is acceptable to the Engineer.

The Engineer or the Engineer's representative shall have the right to rectify any incorrect measurements and delete / correct any measurements if it is found at a later stage that the work is incomplete, defective and/or not conforming to the specifications.

## **62) ON ACCOUNT PAYMENTS**

The Contractor shall be entitled to be paid from time to time, by way of "On-account" bills, only for such works, as in the opinion of the Engineer, the Contractor has executed in terms of the contract. Such payments shall be made at intervals to be decided by the Engineer depending upon the progress of work. Payment shall be made only on submission of bills along with measurements and necessary documents by the Contractor for scrutiny of the Engineer. The amount certified shall account for all deductions, including statutory deductions as for GST,, income tax, etc., recoveries for advances and any amounts due from the Contractor. Such payments made by the Engineer shall not constitute any final acceptance of the measurements. In case of any discrepancy, the Engineer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the Engineer shall have the right to recover any amount paid in an earlier bill/bills from any subsequent bill/bills and should the amount to be recovered

be more than the amount of the subsequent bills, the Contractor shall on demand from the Engineer immediately refund the amount to the Engineer within 7 days, failing which he shall have to pay interest @1% per month till the said extra amount is paid back by him.

For materials brought to site by the Contractor, the Engineer may allow (interest free) payment @ 75% cost of major materials brought to site for use in the works as secured advance which will normally be paid along with next on account payment. The payment of secured advance shall be made without any bank guarantee but on written request of the Contractor along with indemnity bond indemnifying Employer/Engineer against any loss and/or damages to the materials for which secured advance is sought by the Contractor. The indemnity bond shall be submitted on a non-judicial stamp paper of minimum value of Rs.10/-duly not arised as per the format approved by the Engineer. The Contractor should supply necessary vouchers etc. as evidence that payment has been made by the Contractor for all the materials brought to site for which secured advance is sought by the Contractor. Secured advance shall be paid at the rates derived from the accepted rate of the item(s) for which the materials are to be consumed and procurement rates, whichever is lower. The Engineer's decision as to the Quality, Quantity and value of the materials for which such secured advance is payable will be final and binding on the Contractor. The recovery of secured advance so made will be made from the subsequent on account bills to the extent the materials are consumed in the work.

The Engineer may on specific request and authorisation by the Contractor in writing release payments directly to the Suppliers, sub-contractors or petty contractors of the Contractor from the amount(s) certified, passed and due for payment to the contractor..

In cases of default by the Contractor, the Engineer may without any notice to the Contractor, release payments directly to the suppliers/sub-contractors and/or petty contractors of the Contractor. All such payments shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Contractor.

In exceptional circumstances, if the Contractor is not able to make prompt payments to his suppliers affecting supplies of materials and progress of work, the Engineer may (but shall not be obliged to) give assurance to the suppliers for payments against supply of materials/consumables to the Contractor. In this case, the Contractor shall give to the Engineer an undertaking in writing that cost of such materials if not paid by him may be directly paid to his suppliers and recovered from his dues. Such payments shall only be made after receipt of materials at site and verification of the payments by the Contractor. The recovery of such payments shall be made with interest @ 1.25% (including administrative charges) per month from the next payment due to the Contractor. Total payments so made on behalf of the contractor shall not exceed 5% of the Contract value during the entire contract period..

The decision of the Engineer regarding exceptional circumstances and payments to be made to the suppliers, sub-contractors and petty contractors under the clause Nos. 62.3, 62.4 and 62.5 shall be final and binding on the Contractor. Such payments shall also not relieve the Contractor from any of his liabilities or obligations under the Contract.

No payment under the contract shall be made to the Contractor before receipt of performance security. The Engineer shall also be entitled to with hold payment under the above sub-clauses in case the Contractor fails to get himself registered under GTS/labour laws or fails to fulfill his obligation under the contract.

## **63) FINAL MEASUREMENTS AND PAYMENTS**

As soon as possible after completion of work, the Contractor shall submit the final bill along with detailed measurements of work done, accountal of the materials, plant and machinery issued by the Engineer and all other statements, supporting documents required for finalisation of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinised by the Engineer or his representative and in case the same are found not in order, the Engineer shall direct the Contractor to re-submit the final bill along with all details. On receipt of all requisite details and final bill from the Contractor, the Engineer shall have the final measurements taken, recorded and signed jointly. An accountable of any plant, equipment and materials issued by the Engineer to the Contractor, shall also be prepared and signed jointly. Based onthe final measurements and materials and plant and equipment accountable statements, the Engineer shall prepare the final bill.

The Contractor shall sign the Engineer's copy of the Final Bill Account in token of acceptance of the full and final value of the works performed under the contract, and submit a "No Claim Certificate" on the prescribed proforma along with a list of unsettled claims, if any. The Engineer shall then arrange to make payment against the final bill.

## **64) MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE**

### **64.1 MODE OF PAYMENT:**

**64.1.1** All payments to the Contractor shall be made through Electronic Clearing System (ECS). The Contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the Contractor shall be directly credited to his bank account.

**64.1.2** In case, the Contractor is having his account with a bank not having Electronic Clearing System (ECS),the Contractor may open a bank account with the bank having this facility.

**64.1.3** All payments to the Contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

### **64.2 Tax deduction at source**

Income tax and GST shall be deducted from the payments credited/released by Employer/Engineer to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer/Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Engineer registration No. under GST and PAN(for TDS), as applicable.

## **65) COMPLETION CERTIFICATE**

As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Engineer, and the Engineer, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed

under the contract or ordered by the Engineer. If the Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the

Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor. If in the opinion of the Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Client/Employer/Engineer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in sub-clause 65.1 shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Engineer from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Engineer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Engineer, under any other contract.

## **66) CLEARANCE OF SITE ON COMPLETION**

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer.

## **67) POST PAYMENT AUDIT**

It is an agreed term of the contract that the Employer reserves to himself the right to carry out a post payment audit or technical examination of the works, and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Contractor is discovered to have been made in respect of any work done, the Contractor will be bound to refund the same to the Engineer or may be adjusted against any dues of the Contractor. If any under payment is discovered, the same shall be paid by the Engineer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

## **68) DEFECT LIABILITY CERTIFICATE**

**68.1** In the contract, the expression “Defect Liability Period” shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the Engineer.

The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

**68.2** The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Engineer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Engineer, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Engineer.

**68.3** No certificate other than “Defect Liability Certificate” shall be deemed to constitute final approval of the work or part of the work for which it is issued.

## **69) UNFULFILLED OBLIGATIONS**

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Engineer shall remain liable for the fulfilment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

## **70) PRODUCTION OF VOUCHERS**

**70.1** The Contractor, whenever required, shall produce for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The Engineer’s decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.

If any part or item of the work is allowed to be carried out by a sub-Contractor, the Engineer shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

## **71) FORCE MAJEURE**

**71.1** If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the

happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

**a.** Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.

**b.** The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

**c.** If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.

**d.** In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Engineer shall be final and binding.

**e.** Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer/Engineer.

**f.** If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

**71.2** If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

## **72) CLAIMS**

### **72.1 Monthly Statement of Claims:**

The contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such works will be considered which has not been included in such particulars.

Non-receipt of statement of claims shall be construed that contractor has 'no claim'.

### **72.2 Signing of “No Claim” Certificate:**

The contractor shall not be entitled to make any claim whatsoever against HRIDC under or by virtue of or arising out of this contract, nor shall HRIDC entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of HRIDC in such form as shall be required by HRIDC after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the item covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

## **73) SETTLEMENT OF DISPUTES**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be settled as under, provided that matters for which provision has been made in clauses 20.3, 36.5, 40.1, 40.2, 49.7, 50.0, 51.0, 59.0, 61.2 and 72.2 of General Conditions of Contract or in any clause of the Special Conditions of Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decision of the Employer thereon, shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of this clause.

### **73.1 Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Contractor to the Employer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

### **73.2 Conciliation/Arbitration**

**73.2.1** It is a term of this contract that Conciliation/ Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes, within 120 days of submission of monthly statement of such claim, through mutual settlement.

**73.2.2** In the event of failure to resolve any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to, through mutual settlement, the Contractor may refer such matters to the Managing Director in writing within 60 days from the date of failure of amicable settlement of such disputes or differences for settlement through Conciliation.

If the efforts to resolve all or any of the disputes through Conciliation fail, the Contractor may refer to the Managing Director of the Employer for settlement of such disputes or differences through Arbitration. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of the failure of Conciliation.

**73.2.3** The demand for Conciliation or Arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off, given by the Employer, shall be referred to Conciliation or Arbitration and other matters shall not be included in the reference.

**73.2.3(a)** The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Employer.



**73.2.3(b)** The claimant shall submit his claim stating the facts supporting the claim along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

**73.2.3(c)** The Employer shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claim from Tribunal thereafter unless otherwise extension has been granted by Tribunal.

**73.2.3(d)** Place of Arbitration:

The conciliation/ arbitration proceedings shall be held at a place decided by Conciliator/ Arbitrator.

**73.2.4** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original, claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**73.2.5** If the contractor(s) does/do not present his/their specific and final claim in writing, within a period of 90 days of receiving the intimation from the Employer that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

**73.3** No suspension of work

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation / arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Contractor shall continue to be made in terms of the contract.

**73.4(a)(i)** Sole Conciliator/Sole Arbitrator:

In cases where the total value of all claims/counter-claims in question added together does not exceed `2.00 Crore (Rupees Two Crores), the Arbitral Tribunal shall consist of a sole arbitrator who shall be an officer of HRIDC not below GM level, nominated by the Managing Director. The sole arbitrator shall be appointed by the Managing Director of the Employer within 60 days from the day when a written and valid demand for arbitration is received by the Employer.

**73.4(a) (ii)** Arbitration Tribunal:

In cases where the total value of all claims/counter-claims exceeds `2.00 Crore, the Arbitral Tribunal shall consist of a panel of three Officers not below GM level.

For this purpose, the Employer will send a panel of more than 3 names to the contractor, within 60 days from the day when a written and valid demand for arbitration is received by the Employer. Contractor will be asked to suggest to the Managing Director at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by the Employer. The Managing Director shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. The Managing Director shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrator sit will be necessary to ensure that one of them is from the Accounts

Department. An officer of AGM rank of the Accounts Department shall be considered of equal status to the GM of the other departments of HRIDC for the purpose of appointment of arbitrator.

**73.4(a) (iii)** The minimum qualifications of Conciliator/ Arbitrator shall be graduate in the respective field. He will be a working officer with a minimum of 20 years' service. He should be clear from the vigilance angle and should be a person with reputation of high technical/ commercial ability and integrity. Also, he should not have associated with the contract to which the dispute pertains.

**73.4(a)(iv)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrator/ arbitrators to act in his/their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

**73.4(a)(v)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise, as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

**73.4(a)(vi)** While appointing arbitrator(s) under sub clause 73.4(a)(i), 73.4(a)(ii) and **73.4(a)(iv)** above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as HRIDC employee expressed views on all or any of the matters under disputes or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**73.4(b)(i)** The arbitral award shall state item-wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

**73.4(b)(ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of tribunal within 60 days of the receipt of the award.

**73.4(b)(iii)** A party may apply to tribunal within 60 days of the receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**73.5** In case of the Tribunal, comprising of three members, any ruling or award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**73.6** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**73.7** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the Conciliator/ Arbitrator(s) as per the rates fixed by the Employer from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by the Employer from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Employer or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

**73.8** Settlement through Court:

It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses 73.1 and 73.2.

**73.9** The Conciliation and/or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

**73.10** The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

**73.11** Award to be final and binding on all parties:

An arbitral award shall be final and binding on all parties, as per provision of Arbitration and Conciliation Act, 1996.

**73.12** Exception:

For settlement of disputes with central PSUs, the procedure as per existing orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Govt. of India shall be followed.

**73.13** JURISDICTION OF COURTS:

Jurisdiction of courts for dispute resolution shall be Chandigarh/Panchkula.

## FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

## AGREEMENT

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between Haryana Rail Infrastructure Development Corporation Limited, acting through Managing Director (hereinafter called “the Employer/Engineer”) of the one part and \_\_\_\_\_ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. \_\_\_\_\_ Contract No. \_\_\_\_\_ (hereinafter called “the Works”, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i.** Letter of Acceptance of Tender
- ii.** Notice Inviting Tender
- iii.** Instructions to the Tenderers
- iv.** Appendix to Tender
- v.** Form of Bid
- vi.** Special Conditions of the Contract
- vii.** General Conditions of Contract
- viii.** Technical Specifications
- ix.** Relevant codes and Standards
- x.** Drawings
- xi.** Bill of Quantities

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the authorized signatory)		(Name, Designation and address of the authorized signatory)
Signed for and on behalf of the Contractor in the presence of:		Signed for and on behalf of the Employer in the presence of:
Witness:		Witness:
1.		1.
2.		2.

Name and address of the witnesses to be indicated.

## PERFORMANCE BANK GURANTEE (UNCONDITIONAL)

To

Haryana Rail Infrastructure Development Corporation Limited,  
Name & Address.

[Acting through \_\_\_\_\_ (Project Incharge) & Address of the Project]

WHEREAS \_\_\_\_\_ [name and address of contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called “the Contract.”);

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by any Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ (a date 60 days from the date of completion of the work).

**SIGNATURE AND SEAL OF THE GUARANTOR**

	<b>Name of Bank:</b>		
	<b>Address:</b>		
	<b>Date:</b>		

## BANK GURANTEE FOR RELEASE OF 50% OF RETENTION MONEY

To  
 Haryana Rail Infrastructure Development Corporation Limited,  
 Name & Address.  
 [Acting through \_\_\_\_\_(Project Incharge) & Address of the Project]

WHEREAS \_\_\_\_\_[name and address of contractor\*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called “the Contract.”);

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has option to get release 50% of the Retention Money against un-conditional Bank Guarantee from any Scheduled Bank acceptable to you as security for compliance with Contractor’s obligation in accordance with the contract (Sub clause \_\_\_\_\_).

AND WHEREAS the Contractor has opted to get released the 50% of the retention money against an unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee], \_\_\_\_\_ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (till the HRIDC International Limited certifies repayment of retention money in accordance with Sub-clause 8.5 of General Conditions of Contract).



**SIGNATURE AND SEAL OF THE GUARANTOR**

	<b>Name of Bank:</b>		
	<b>Address:</b>		